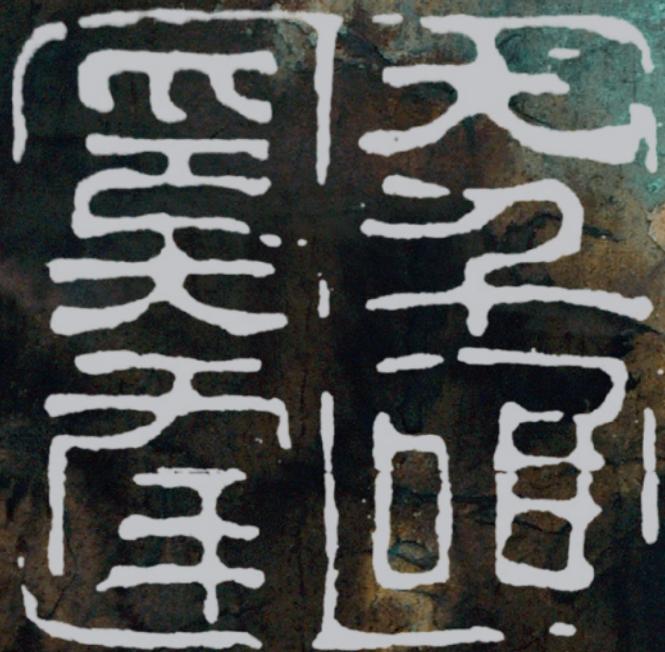


RESPLENDENT AND GLORIOUS –  
ANCIENT TEMPLES AMIDST CLOUDS

PREVIOUSLY FROM THE MEI YUN TANG COLLECTION

山嵐靄色 氣韻淋漓 — 梅雲堂舊藏《雲山古寺》

Hong Kong, 30 May 2017 | 香港 2017年5月30日



雲山古寺

CHRISTIE'S 佳士得







# RESPLENDENT AND GLORIOUS – ANCIENT TEMPLES AMIDST CLOUDS PREVIOUSLY FROM THE MEI YUN TANG COLLECTION 山嵐靄色 氣韻淋漓 — 梅雲堂舊藏《雲山古寺》

TUESDAY 30 MAY 2017 · 2017年5月30日（星期二）

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4.15pm (Lot 8001) approximately, immediately following the sale of  
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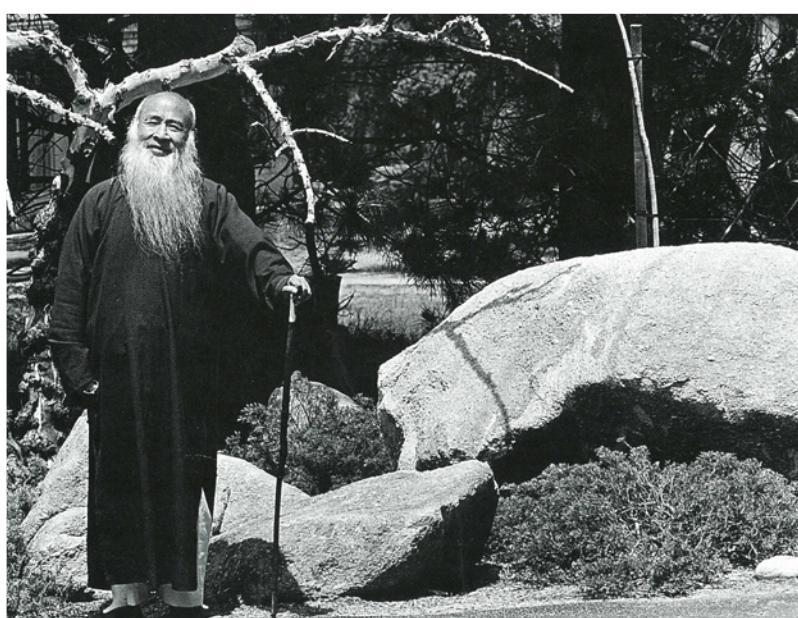
王之春  
大寒之日  
丁巳年  
王之春作



# ZHANG DAQIAN

## 張大千

### 1899-1983



Zhang Daqian (1899-1983) was one of China's most prolific and versatile artists in Chinese painting history. He explored and mastered a variety of styles, including in his earlier years landscapes by Shitao (1642-1707) and figures inspired by his study of the Buddhist paintings in the Dunhuang caves. As he developed as an artist, he experimented with more expressive painting styles and brushwork, which well conveyed his personal ideas and energy. Zhang Daqian's extroverted personality, love of travel and people, and personal curiosity led him to become known throughout the world, as he travelled to and lived in such far-flung places as Europe, India, the United States, and Brazil. This rare combination of talent, charisma, and opportunity resulted in Zhang Daqian becoming China's best known and most popular modern artist, an enviable status his paintings still hold.

在二十世紀藝壇中，能夠將傳統與現代融會貫通，並以自己的藝術風格打入國際視野的畫家為數不多，張大千是其中的佼佼者。他前半生立足本土，廣泛涉獵歷朝歷代的藝術經典，並達至透徹的領悟，無論在山水、人物和花鳥等各個領域都有精深的造詣，其藝術成就的全面性為同時代畫家難以匹及。五十年代之後，他別離故園，走向世界，以一種前所未有的恢弘視野和苦心探索經營變法，終開創出潑墨潑彩寫意山水，為中國藝術注入現代意識，從此立足於東西藝壇，成為一代藝術大師。

### 1899-1919

- Born Zhang Zhengchuan, the eighth son of Chang Zhongfa and Zeng Youzhen, he learned to paint at the age six.
- In 1916 as he is returning home from boarding school Zhang is captured by bandits for ransom and is released after 100 days.
- Travels to Kyoto in 1917 with his brother Zhang Shanzi, until 1919.

### 1919-1940

- In 1919, Zhang moves to Shanghai to study calligraphy with Zeng Xi and Li Ruiqiang.
- His family arranges for him to marry, but he refuses and instead flees to a Buddhist temple, where the abbot names him Zhang Daqian, the name he carries from then on. Returns after 100 days.
- During this period Zhang focuses on ancient masters and develops interest in Shitao and Zhu Da (Bada Shanren). Begins to collect classical paintings.
- Marries first wife Zeng Qingrong in 1920, second wife Huang Ningsu in 1923, third wife Yang Wanjun in 1934, and fourth wife Xu Wenbo in 1948.
- Begins exhibiting and travelling widely, and through these experiences improved his techniques in copying ancient masters dating further back in history, from Ming dynasty to Song dynasty.
- Visits the Longmen Buddhist Caves in 1935; begins journey to Buddhist Magao Caves at Dunhuang in 1940 but returns upon hearing brother Zhang Shanzi's death.

### 1941-1975

- 1941 travels to Dunhuang again and this time spends two and a half years copying and studying ancient Buddhist murals.
- 1944 exhibited the Dunhuang mural paintings in Chengdu.

- After the Second Sino-Japanese War, focused on collecting paintings of ancient masters that appeared in the market.
- Held many exhibitions in Shanghai to display his new paintings learnt from copying masters.
- Visits Hong Kong and moves to India in 1950; in 1952 moves to Argentina.
- Makes his first trip to USA in 1953 continues to exhibit worldwide.
- In 1954 moves to a farmhouse in Brazil, and begins transforming it into his Chinese-style garden, which he names the Garden of Eight Virtues.
- In 1957 Zhang's vision is affected by diabetic retinopathy, a catalyst towards his development of splashed ink paintings.
- During his time in Brazil in the 1960s, he travelled to Europe and the United States on numerous occasions and participated in many international exhibitions, most notably Paris, London and New York.
- From 1965 to 1969 his splashed-colour paintings has achieved full maturity, with many important paintings of this style.
- In 1971 he moves to Pebble Beach, California and fashions his home into a Chinese-style garden, naming it Huanbi An.

### 1976-1983

- In 1976 Zhang moves to an apartment in Taipei and prepares the building of his new garden residence, "Moye Jingshe" in 1977.
- Paintings of this period tend to be more of the *xieyi* style as his health starts to decline.
- Splashed-colour paintings of this period were less abstract, and often include parts using traditional techniques.
- Continues to actively produce large scale splashed ink works, such as *Panorama of Mount Lu* (his final unfinished work).
- Passed away on 2 April 1983. In accordance with Zhang's bequest, his family donated the residence and portions of his collection to the National Palace Museum 100 days after his death, where the museum converted it into a memorial to the artist.

“

DENSE INK, WITHOUT THE ADDED BRUSH,  
LACKS DEPTH AND COMPLEXITY;  
LIGHT INK, WITHOUT THE ADDED BRUSH,  
LACKS APPEAL AND INTRINSIC CHARM.  
INK PRODUCES FORM, WATER GIVES IT SPIRIT,  
AND BOTH COMBINED, CREATE LIFE. ”

- ZHANG DAQIAN

### 1899-1919

- 原名張正權，張忠發與曾友貞的第八子，六歲開始學畫。
- 1916年從學校回家途中被強盜抓走，100日後獲釋。
- 1917年與胞兄張善孖前往京都，逗留至1919年。

### 1919-1940

- 1919年，張氏遷居上海，跟隨曾熙和李瑞清學習書法。
- 家人為他安排婚姻，但他拒絕並逃往佛寺，獲住持法名大千。100日後還俗。
- 此時期張大千注重學習古代大師，尤其專注於石濤和八大山人。亦開始收藏古代書畫作品。
- 1920年迎娶正室曾慶蓉，1923年娶了二太太黃凝素，1934年娶三夫人楊婉君，1948年娶四夫人徐雯波。
- 開始展覽與廣泛出遊。期間大幅度擴展倣學古人範圍，由明而元，上溯宋人。
- 1935年參觀龍門石窟；1940年啟程前往敦煌莫高窟，驚聞胞兄張善孖之死訊而歸。

### 1941-1975

- 1941年再前往敦煌並逗留超過兩年半臨摹學習佛教壁畫。
- 1944年於四川成都展覽其敦煌臨摹之成果。

- 抗戰結束後購買散出的古代名家書畫，更舉辦展覽展示作品，名聲大振。
- 1950年到訪香港並前往印度；1952年遷居阿根廷。
- 1953年首次到訪美國，持續展覽。
- 1954年遷往巴西，並建造中國式園林，命名八德園。
- 1957年視覺受糖尿病性視網膜病變的影響，成為他向潑彩畫發展的催化劑。
- 1960年代經常往返巴西與歐美諸國並舉辦多次展覽，包括巴黎、倫敦、紐約等。
- 1965至1969年間，其潑彩風格已達成熟的巔峰時期。大幅潑彩作品不但多而且精。
- 1971年遷往美國加州圓石灘並把家變成中國式園林，並命名環筆庵。

### 1976-1983

- 1976年舉家移居台北，1977年建造新的庭園居所摩耶精舍。
- 身體精力大不如前，作品以粗筆寫意為主，工筆幾乎絕跡。風格則轉向趨於樸茂、沉鬱老辣蒼勁。
- 為更迎合國人品味，山水多以潑寫兼施。潑彩技法亦運用到畫荷花及人物畫背景上。
- 繼續繪畫大幅潑彩作品。重要作品包括廬山圖（未完成）。
- 1983年4月2日離世。其家人依照遺願捐贈部分大風堂藏品與摩耶精舍與國立故宮博物院，並成立紀念館。

“濃墨不破，便無層次；  
淡墨不破，便乏韻味。  
墨為形，水為氣，氣行形乃活。”

- 張大千

# ZHANG DAQIAN'S

## *Encounters and influences during his splashed ink development, 1954-1966*

**1954** Moved to São Paulo, Brazil.

遷居巴西聖保羅市。

**1955** The Garden of Eight Virtues was built.

八德園建成並命名。

Exhibited Dunhuang paintings in Japan.

在日本展出臨敦煌壁畫。

**1956** Visited Europe for the first time, viewed western art and landscapes. Exhibited his recent paintings in Musee d'Art Moderne in Paris.

首次旅歐，觀賞西方藝術和山川風光。七月於巴黎近代美術館展出近作三十幅。

Met artist Pablo Picasso (1881-1973) in La Californie and exchanged paintings.

與畢加索於尼斯港“加尼福里尼”別墅會面，觀畫談藝，互贈作品。

**1957** Exhibition in New York and São Paulo.

紐約、巴西聖保羅舉辦畫展，聲震巴西。

Suffering from eye illness, received medical treatment in the United States.

罹患目疾，赴美就醫。

**1958** Awarded Gold Medal by the International Council of Fine Arts, New York.

獲紐約國際藝術學會頒贈金獎。

**1959** Exhibition at the Taiwan National History Museum.

台北國立歷史博物館首次舉辦張大千先生國畫展。

Travelled to major European cities, including Paris, Stockholm, Hamburg, West Berlin, Cologne, Zurich, Geneva and Madrid.

旅遊歐洲，遍訪歐洲重要城市，包括巴黎、斯特格爾摩、漢堡、西柏林、科隆、蘇黎世、日內瓦、馬德里等。

Represented by twelve major works in the Permanent Exhibition of Contemporary Chinese Art at Cernuschi Museum.

以十二件作品參加巴黎賽努奇博物館永久性當代中國藝術展覽開幕展。

**1960** Travelled to Taiwan, visited Central Cross-Island Highway.

四月遊覽台灣，首遊橫貫公路。

Exhibition of recent paintings in the Grande Sale d'Honneur at the Salon Nationale, Paris; at the Royal Museum of History and Art, Brussels; Parnasses Hall, Athens; El Circulo de Bellas Artes, Madrid.

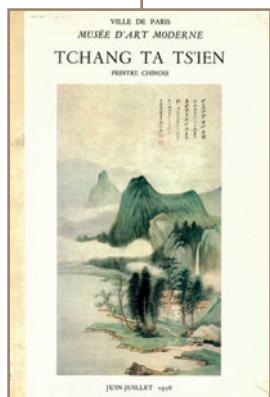
九月應邀赴巴黎、布魯塞爾、雅典舉行巡迴畫展。



Zhang Daqian instructing workers building the Garden of Eight Virtues.  
張大干指揮工人建八德園。



Zhang Daqian and guests at the exhibition in Gallery Kochukyo, Japan  
張大干於壺中居展覽時留影。



Cover of exhibition catalogue in Musée d'Art Moderne, Paris  
巴黎近代美術館展覽目錄封面。



Photo of Zhang Daqian and his wife with Picasso.  
張大干夫婦與畢卡索合照。

# 張大千潑墨發展歷程：1954-1966

1961 Giant Lotuses exhibited at Musée Cernuschi, Paris.

Chinese Painting: With the Original Paintings and Discourses on Chinese Art By Professor Chang Dai-chien published by Kao Ling-mei in Hong Kong.

五、六月於巴黎賽努奇博物館展出荷花巨製。

高嶺梅先生出版重要著作《張大千畫》。



Chinese Painting:  
With the Original  
Paintings and  
Discourses on  
Chinese Art By  
Professor Chang Dai-  
chien book cover  
《張大千畫》封面。

1962 Exhibition for the inauguration of City Hall Art Gallery Hong Kong. Part of the exhibition borrowed from the collection of Kao Ling-mei.

Exhibition at the Taipei National History Museum, exhibited Grand View of the Qingcheng Mountains, establishing the new splash-ink style.

香港大會堂美術博物館開幕首展。  
部分作品由高嶺梅先生借出。

台北國立歷史博物館畫展，展出《青城山通屏》，確立潑墨畫風之成型。



Exhibition catalogue  
cover for the  
inauguration of City  
Hall Art Gallery Hong  
Kong.  
香港大會堂美術博物館  
開幕首展圖錄封面。

1963 Exhibition of Kao Ling-mei's collection in Singapore, Kuala Lumpur, Ipoh, and Penang.

Solo Exhibition of Zhang Daqian in Hirsch & Adler Galleries, New York.

高嶺梅先生安排部分珍藏張大千畫作在新加坡、吉隆坡、怡保、檳城展出。

紐約張大千個展於Hirsch & Adler Galleries舉行。



Ancient Temple  
amidst Clouds.  
《雲山古寺》

1964 Exhibition of Kao Ling-mei's collection in Bangkok.

Second visit to the Central Cross-Island Highway in Taiwan.

高嶺梅先生安排部分珍藏張大千畫作往曼谷展出。

大千先生二游台灣中部橫貫公路。

1965 Travelled to Switzerland, accompanied by C.C. Wang, Zhang Muhan and others.

First solo exhibition in London's Grosvenor Gallery.

與王季遷（1907–2003）、張目寒等同遊瑞士。

倫敦首次個展於Grosvenor Gallery舉行。

Completion of Ancient Temple amidst Clouds.

作《雲山古寺》。

1966 Exhibitions in São Paulo and Hong Kong.

聖保羅、香港畫展。



Exhibition catalogue  
cover of Laky  
Galleries in Carmel.  
卡美爾萊克美術館畫展  
目錄封面。

1967 Exhibitions in Stanford Art Musuem and the Laky Galleries in Carmel.

美國史丹福大學博物館、卡美爾萊克美術館近作展。

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山嵐靄色 氣韻淋漓 — 梅雲堂舊藏《雲山古寺》



A resplendent vision rendered on magnificent scale, *Ancient Temples Amidst Clouds* is a masterpiece that can hardly be surpassed in sublimity or grandeur within Zhang Daqian's splashed-ink and splashed-colour oeuvre. With extraordinary technical virtuosity, the artist conjures a glorious sight to behold: a mountain splintering the sky, shrouded by incandescent layers of cloud and mist – a landscape impossibly illuminated only by a pure spectrum of ink and colour against a golden background. Painted in 1965, *Ancient Temples Amidst Clouds* stands among the greatest compositions in Zhang's long and illustrious career. Suffused with a radiant and mysterious light, adorned with vivid splashes of green and blue morphing into expanses of rising clouds and vegetation, the precipitous peak is depicted with ancient temples that stand atop: displaying a *tour de force* of the unique aesthetic that makes Zhang Daqian one of the most provocative artists of the twentieth century.

# 山嵐 靄色

《雲山古寺》創作於一九六五年，畫中山勢沉雄，雲霧氤氳，在金箋的映襯下，墨與彩相融貫通，煥爛輝煌。作品氣勢憾人，不僅為張大千潑墨時期的巔峰之作，也可謂其藝術生涯中的最重要的代表作。以直幅寫的雲山之景幾乎全以潑墨之法完成，占據畫面主體的高山拔地而起，直入雲霄。凌空的雲嵐和山腳的植被則用石青石綠色潑彩而成，色澤絢麗，點綴於畫面中，散發著奇譎瑰麗之光，與大幅潑墨互相映襯，營造出強烈的視覺效果。大千又以簡略筆法於山間和山巔鈎勒殿宇古寺，於抽象之中加入具象，同時區隔中景和遠景，令山水的層次效果呼之欲出。

8001

**ZHANG DAQIAN (1899-1983)**  
*Ancient Temples Amidst Clouds*

Scroll, mounted and framed, ink and colour on gold paper

172 x 89.5 cm. (67 3/4 x 35 1/4 in.)

Inscribed and signed, with one seal of the artist and one dated seal of 1965

Dated autumn, *yisi* year (1965)

**PROVENANCE:**

The Low Gallery

Lot 24, 31 May 2011, The Mei Yun Tang Collection of Paintings by Chang Dai-Chien,  
Sotheby's Hong Kong

Mei Yun Tang Collection

**EXHIBITED:**

Hong Kong, The Chinese University of Hong Kong, Art Gallery, *The Mei Yun Tang Collection of Paintings by Chang Dai-chien*, 17 April-23 May 1993.

Japan, Tokyo, Shoto Museum of Art, *The Mei Yun Tang Collection of Paintings by Chang Dai-chien*, 5 April-21 May 1995.

Singapore, Singapore Art Museum, *The Mei Yun Tang Collection of Paintings by Chang Dai-chien*, 28 February-27 April 1997.

**LITERATURE:**

Kao Mayching ed., *The Mei Yun Tang Collection of Paintings by Chang Dai-chien*, The Chinese University of Hong Kong Art Gallery, Hong Kong, 1993, pl.119.

Kao Mayching, "The Paintings of Zhang Daqian (Chang Dai-Chien): Unity of Tradition and Modernity", *Arts of Asia*, May-June 1994, pl.18.

*The Mei Yun Tang Collection of Paintings by Chang Dai-chien*, Shoto Museum of Art, Japan, 1995, pl.117.

**Estimate on Request 估價待詢**

張大千

雲山古寺

設色金箋

鏡框

一九六五年作

題識：

爰翁寫雲山，不襲元章父子、房山、方壺一筆，自開法門。乙巳（1965年）秋。

鈐印：大千唯印大年、五四 1965

來源：

The Low Gallery

香港蘇富比，梅雲堂藏張大千畫，2011年5月31日，編號24

梅雲堂珍藏

展覽：

香港，香港中文大學文物館，“梅雲堂藏張大千畫”，1993年4月17日-5月23日。

日本，東京，涉谷區立松濤美術館，“香港·梅雲堂所藏張大千之繪畫”，1995年4月5日-5月21日。

新加坡，新加坡美術館，“梅雲堂藏張大千畫”，1997年2月28日-4月27日。

出版：

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“ 爰翁寫雲山，不襲元章父子、房山、  
方壺一筆，自開法門。 ”

- 張大千

“  
IN PAINTING CLOUDY MOUNTAIN,  
I, OLD MAN YUAN, DO NOT FOLLOW A  
SINGLE BRUSH OF YUANZHANG [MI FU]  
AND HIS SON [MI YOREN], FANGSHAN  
[GAO KEGONG] AND FANGHU [FANG  
CONGYI].  
INSTEAD, I FORGED MY OWN PATH. ”

- ZHANG DAQIAN

## THE ROAD NOT TAKEN: *In Conversation with the Masters*

A sublime apotheosis of the artist's career, *Ancient Temples Amidst Clouds* evokes an uncanny sense of *déjà vu* brought about by Zhang Daqian's erudite dialogue with the thousand-year long Chinese painting tradition. Here, Zhang pays homage to the monumental Northern Song landscape paintings, of which *Travellers Among Mountains and Streams* by Fan Kuan (c.950-c.1032) is an exemplary work (Fig.1). 'My way of painting mountains amidst clouds is different from that of Mi Fu, Mi Youren, Gao Kegong, or Fang Congyi', Zhang explains in the inscription, before adding: 'I forge my own path'. The artist's inscription transpires an unmistakable sense of confidence in his innovative technique and mastery rarely seen in his writing, firmly situating *Ancient Temples Amidst Clouds* in the landscape tradition of depicting mountains and clouds by the Song and Yuan masters. On one hand, it demonstrates the depth of Zhang's engagement with the legacy of tradition; on the other, it serves as a testament to the special place the painting held in the artist's heart.

An artist devoted to the emulation of the styles of early masters with an unparalleled fluency and consummate ease, Zhang Daqian had long revered the tradition of depicting mountains and clouds in the history of Chinese painting, of which Mi Fu (1051-1107) and his son Mi Youren (1074-1153), Gao Kegong (1248-1310) and Fang Congyi (1302-1393) are precedents. The earliest existing record of splashing ink on silk can be traced to the Tang artist Wang Qia (?-805), who was known to paint with his fingers and brush. Mi Fu and his son pioneered an over-layering technique of textured, wet ink dots in order to build up the mountain forms that was later developed by Gao Kegong and Fang Congyi, cementing a literati tradition in the portrayal of cloud-clad, lofty mountains. Throughout his career, Zhang Daqian continued to make copies of works by ancient masters that he admired, before creating his own compositions in their style; this is a practice he continued into the 1960s (Fig.2). Working with free-flowing ink on paper or silk, Zhang attempts to further break free from tradition by allowing the ink to form the underlying compositions, brilliantly building shapes, colours, textures, structures and shades, before adding figurative details of houses or temples, often with minimalist brushwork. Here, departing from a historical approach where the realistic rendition of mountains takes precedence over the autonomy of ink, by allowing the ink and pigment to flow spontaneously, Zhang is truly forging a new and untrodden path previously unknown to the Chinese painting tradition.

*Ancient Temples Amidst Clouds* recalls *Travellers Among Mountains and Streams* in terms of composition: we are invited to peer through the clouds and mist, looking up to the awe-inspiring peak above as if based at the rugged foot of the mountain. Like the masterpiece by Fan Kuan, the landscape presents an unprecedented grandeur crafted by the instantaneous splashing of ink, creating rock formations like sharp arrow tips. Unlike the Northern Song work, the sky-piercing mountain in *Ancient Temples Amidst Clouds* rises from the water, bearing witness to Zhang's fascination with the Yuan master Wang Meng (1308-1385) and his *Secluded Dwelling in the Qingbian Mountains* (Fig. 3). In the painting, the artist creates an incredibly rich, moisture-laden aesthetic that is fundamentally grounded in the Chinese tradition, fully displaying the diverse influences – from the long history of the Chinese painting to the art of the Dunhuang cave murals – that nourished the artist's practice. At times translucent, far from impenetrable, the swathes of ink construct a sense of space. Wholeheartedly embracing the fluid quality of ink what Zhang Daqian deftly demonstrates here is great virtuosity and radicalism – resulting in abstract expressions never seen before that forge, in a true sense, a new path for the prolific artist and the history of Chinese painting in the twentieth century.



Fig. 1  
圖一



Fig. 3  
圖三



Fig. 2

圖二

FIG. 1

Fan Kuan (960-1030), *Travellers Among Mountains Streams*, in the collection of National Palace Museum, Taipei.

圖一

范寬，《溪山行旅圖》。  
台北國立故宮博物院收藏。

FIG. 2

Zhang Daqian, *Cloudy Mountains*, dated 1967, lot 297, Fine 19th and 20th Century Chinese Paintings sale, Christie's Hong Kong, 30 March 1992.

圖二

張大千，《仿高房山巢雲圖》，一九六七年作。香港佳士得，十九二十世紀中國書畫，1992年3月30日，編號297。

FIG. 3

Wang Meng (1308-1385), *Dwelling in the Qingbian Mountains*, dated 1366, In the collection of Shanghai Museum.

圖三

王蒙，《青卞隱居圖》，一三六六年作。  
上海博物館收藏。

## 直造古人不到處

在構圖和氣魄上，《雲山古寺》使人聯想到北宋畫家筆下的名山大川，典型者正是范寬（950-1032）的傳世名作《谿山行旅圖》（圖一）。畫中題識云：“爰翁寫雲山，不襲元章父子、房山、方壺一筆，自開法門。”這將先生對此件作品的滿意，對自己所創技法風格的自信顯露無疑。他氣魄豪邁地將此幅得意之作，與同宋元時期的“雲山派”名家比較，並稱其作品為“自開法門”，正是將此《雲山古寺》視為他潑墨潑彩風格的代表作，完全可以和宋元繪畫相提並論。對於前半生以古為師的大千來說，此等豪言壯語並不多見，同時期其他重要作品更難見此等題識，足見此《雲山古寺》在張大千心目中地位之重。

大千自言此作不學諸人一筆，然其潑墨山水畫風，實乃長期鑽研中國歷代墨法的蛻變與突破。中國歷代就有以潑墨和染墨技法描繪雲山的先例，其中題識中提到的元章父子（米芾，1051-1107；米友仁，1074-1153），房山（高克恭，1248-1310）與方壺（方從義，1302-1393）皆為其代表。相傳唐代王洽（?-805）就有以墨潑絹，手抹筆涂以為象形的技法。至宋代米芾、米友仁父子以積墨、點墨法開創“米家雲山”，後世高克恭、方從義等人繼承發展，乃形成“雲山畫派”的文人山水風格。張大千早年師法古人，對雲山一路畫風曾致力頗多，亦曾對上述諸家作品進行摹寫研究，直至六十年代仍未停止（圖二）。然而傳統的潑墨山水，無論米氏還是高克恭，儘管以水墨暈染表現雲山的效果，終究仍然受到形體具象的制約，是以形御墨。其中筆法在創作中起著主導作用。張大千所創製的潑墨寫意山水，先行潑墨，隨著墨色流動初期定形，然後以墨色濃淡顯現出山勢及肌理，最後或以簡筆勾勒出少許物象作為補充，既有蒼茫雄渾的氣勢，又有光彩躍動的奇譎意趣，筆法反而退居其次，達到以墨定形的境界。

《雲山古寺》在構圖上與北宋范寬的《谿山行旅圖》遙相呼應。觀者在畫作面前彷彿置身於高山之基，用仰視的角度透過直幅畫面才能將山勢攬入眼底。潑墨過程瞬間所形成的墨跡邊緣，使整個山體的輪廓銳利，造成山勢險峻的效果，與《谿山行旅圖》所表達的險峻硬朗冥冥相合。不同之處在於《雲山古寺》寫高山以水面為基，其圖式又使人聯想到元四家之一王蒙（1308-1385）的《青卞隱居圖》（圖三），於山勢雄沉之間，增添了秀潤華滋的元素。因此，《雲山古寺》無論在技法還是構圖上顯示了強烈的傳統中國藝術底蘊，其傳達出的山水意境更是如此，彰顯張大千前半生從歷代名畫和敦煌藝術中汲取的傳統養分。《雲山古寺》中的形象雖趨向於抽象朦朧，但墨色層次依然豐富，空間感分明，相較於傳統文人潑墨作品，尤其是明清以來雲山畫派的輕薄促弱，其意境和氣魄得到升華，大千滿懷自信地稱其為“自開法門”，也絕不為過。





“  
山不待空青而翠，鳳不待五色而粹。  
是故運墨而五色具，謂之得意。 ”

- 張彥遠《歷代名畫記》

“  
THE MOUNTAIN AWAITS NO GREEN PAINT  
TO APPEAR VERDANT;  
THE PHOENIX AWAITS NO COLOURFUL  
PIGMENTS TO APPEAR VIBRANT.  
SO IF AN ARTIST USES INK ALONE TO  
ALLUDE TO ALL FIVE COLOURS,  
HE HAS TRULY GRASPED THE ESSENCE  
OF NATURE. ”

- ZHANG YANYUAN,  
RECORD OF THE FAMOUS PAINTERS OF  
ALL THE DYNASTIES

## MAKING A SPLASH: *the Development of a Technique*

Since leaving China, Zhang Daqian travelled the world from India to Argentina, before settling in Mogi das Cruzes near Sao Paolo in Brazil in 1954. There, he built an extravagant, lush Chinese garden which he named the Garden of Eight Virtues. The 1950s was a time when Zhang Daqian started to experiment with splashed-ink as a technique: the exposure to new cultures and geographies no doubt inspired him greatly. At the same time, he was suffering from an eye illness that diminished his ability to paint in the meticulous, precise manner that he was well-versed in. An early, experimental example of the splashed-ink technique is *Sudden Rain in the Mountain Garden* (Fig.4), in which the artist depicts his lush garden appearing exceptionally green in the afternoon after the rain. A quadriptych executed in 1962, *Grand View of the Ch'ing-cheng Mountains* (Fig. 5) heralds the beginning of a mature splashed-ink style for the artist: with adept accumulation of ink layer by layer, the artist constructs an atmospherically ethereal world depicting the landscape of his hometown. Since then, Zhang Daqian began on a journey towards employing an ever-more free expression of using splashed-ink. He gradually finessed the process, by adding splashed-colour to the composition in the early 1960s, and continued to develop it after moving to California and returning to Taiwan in the 1970s.

To a great extent, *Ancient Temples Amidst Clouds* gives an impression of ease and spontaneity that is ultimately deceptive: the accumulation of ink and colour requires meticulous control. The expansive use of ink is also rare given the size of the painting, as the coherent splashing of ink alone demands greater flexibility, and therefore fewer large scrolls existed compared to splashed-colour works. As the Tang art historian Zhang Yanyuan (c.815-c.877) declares all five colours of ink manifest themselves, the difficulty in the act of splashing ink lies in the interplay between ink of varying degrees of lightness and density, exploiting the luminosity and visceral tactility of the material. With a full knowledge of ink as a medium, Zhang Daqian first generously splashes large areas of ink, letting it flow freely before adding secondary layers of ink in complementary darker or lighter tones when the ink is still wet – a technique also known as broken ink – in order to construct the shapes of the mountains and peaks. By gracefully doing so, luminous, translucent gradients of ink succeed in creating an almost incredulous sense of depth and distance, as well as the rugged textures of the rock formations, making them surge on paper like waves.

Once the splashing of the ink is settled and complete, the artist further enriches the composition by adding green and blue pigments, also splashed skilfully, to depict the verdant vegetation at the bottom of the mountain and the clouds atop. Pigments coalescing into a dance, the ink and colour dissolve into an ethereal, otherworldly haze. The use of green and blue mineral pigments also presents a possible reference to the magnificent cave murals at Dunhuang, which Zhang Daqian painstakingly made reproductions of the murals and acquired the specialist knowledge and skill in preparing the mineral pigments. The use of vivid green and blue mineral pigments is seen in many mature compositions by Zhang Daqian, marked by a glorious splendour, giving full expressions to the rocks at the foot of the mountain that glisten in the reflection of the water, the densely foliated body of the mountain, to the peak protruding from the cloud and mist.



Fig. 4  
圖四



Fig. 5  
圖五

**FIG. 4**  
Zhang Daqian, *Sudden Rain in the Mountain Garden*, dated 1959,  
In the collection of Chang Foundation.

**圖四**  
張大千，《山園驟雨圖》，  
一九五九年作。鴻禧美術館  
收藏。

**FIG. 5**  
Zhang Daqian, *Grand View of the Ch'ing-cheng Mountains*, dated 1962,  
private collection.

**圖五**  
張大千，《青城山遠景》，  
一九六二年作。私人收藏。

## 水墨淋漓

張大千所創立的潑墨畫風可追溯至上世紀五十年代，彼時畫家移居南美，並於一九五四年定居巴西，開拓八德園。此時對於畫家來講，無論地理環境還是人文環境都是全新的，追求變法成為順應時勢的必然趨向。張大千目疾之後，對線條的控制顯得難以從心所欲。午後的八德園一陣大雨清刷，園中樹木蓊鬱朦朧，大千遂以潑墨法繪成《山園驟雨圖》（圖四），從此自開潑墨法門，作品中開始出現以水墨積染和潑染為主的畫風。一九六二年所作《青城山》四幅通景，是其潑墨山水的早期代表作（圖五）。畫面中山水氤氳，墨氣酣暢淋漓，在濃淡虛實的墨色間，山巒煙雲若隱若現，畫家通過水墨的積染和潑染，生動表現了蜀地崇山密林中雲氣蒸騰的效果。自此之後，大千頻頻使用大潑墨寫意山水技法，並愈來愈臻於完善。大千更於六十年代初期，在潑墨基礎上發展出潑墨潑彩相結合的新面貌。此後無論是可以居、環翠廬，還是七十年代返台後的摩耶精舍，都見證著這一新風格的實踐與應用，成為張大千整個藝術生涯中的集大成之代表。

《雲山古寺》所構造的山水意境，在潑墨潑彩的過程中一氣呵成，而論技法、氣韻上，亦都需要複雜的訓練和深厚的底蘊支持。《雲山古寺》以數千年來主導和支配中國藝術實踐的水墨為主體，相比與後期以潑彩為主的作品，其難度更大，成功完成的作品存世則更少。相比於純潑彩作品，潑墨的難度在於如何利用墨色濃淡乾濕來營造層次感和空間感，這點在以筆為主導的傳統繪畫中尚屬難事，更何況極難控制的潑墨過程。古人云，“墨分五色”，張大千正是利用此種理念，先用水墨的自然流淌滲化定出大的物象，然後或以濃墨破淡墨，或以淡墨破濃墨，營造出峰巒高低起伏和轉折向背的形態。在這一複雜的水墨效應過程中，墨色轉換細微處有色階的豐富變化，於是山勢肌理和遠近高低躍然紙面，筆墨雖平面，而能營造出豐富的空間感。

潑墨完成主體後，畫家以石青石綠的潑彩作點綴，表現濃郁的植被和山巔的靄色。潑彩與水墨交融一氣，隨著色彩的流動、沉澱，產生光色明暗閃爍、斑斕陸離的色彩效果，有似夢境般的奇幻美麗。張大千晚年喜歡使用石青石綠等礦物顏料，這與他在四十年代對敦煌的研習密不可分，敦煌壁畫中隋唐甚至更早期的藝術所散發的華麗典雅、宏大莊偉與明清的清麗雅致截然不同，大千正是在對敦煌的學習中吸收其色彩的精華，開拓出自家山水中的青綠格調。《雲山古寺》前中近景分明，無論是底部波光映襯下的碎石，還是中間被濃樹密林包裹的山體，抑或頂部漂浮於半空嵐靄中的山巔，都得到了清晰準確的表現。





論畫以形似，見與兒童鄰。  
賦詩必此詩，定非知詩人。 ”

- 蘇軾

“  
IF ONE JUDGES THE  
SUPERIORITY OF A PAINTING  
BY ITS FORMAL LIKENESS,  
ONE IS NO DIFFERENT FROM  
A CHILD.  
IF ONE COMPOSES POETRY  
BY MERELY DESCRIBING THE  
SUBJECT, ONE IS NO TRUE  
POET. ”

- SU SHI



Fig. 6  
圖六

FIG. 6

Zhang Daqian, *Panorama of Mount Lu*, dated 1981-1983, in the collection of National Palace Museum, Taipei. Published in Shen C.Y. Fu, *The World of Chang Dai-chien*, Xi Zhitang, Taipei, pp. 370-371.

圖六

張大千，《廬山圖》，一九八一至一九八三年作。台北國立故宮博物院收藏。刊於傅申，《張大千的世界》，羲之堂，台北，第370-371頁。

FIG. 7

Zhang Daqian, *Dawning Light in Autumn Gorges*, dated 1965, private collection. Published in Shen C.Y. Fu, *The World of Chang Dai-chien*, Xi Zhitang, Taipei, p.265.

圖七

張大千，《幽谷圖》，一九六五年作。私人收藏。刊於傅申，《張大千的世界》，羲之堂，台北，第265頁。

## LANDSCAPE OF THE MIND: *Abstraction and Beyond*

Abstract in nature, *Ancient Temples Amidst Clouds* presents one of the most thorough studies in abstraction that Zhang Daqian had ever undertaken and a landscape of the mind. The fluid and amorphous forms in the painting are at times entirely built up by swathes of ink splashes, with silhouettes of temples and pavilions minimally outlined by a few simple brushstrokes, not unlike abstract art of Europe and North America prevalent at the time. Since leaving China, Zhang Daqian had travelled extensively, from Asia, to Europe and South America and was likely exposed to the diverse artistic developments that swept the world at the time. Billed as the meeting of the East and West, Zhang's famous encounter with Pablo Picasso (1881-1973) at his Cannes villa La Californie in 1956 propelled him in new artistic directions, departing even further from the aesthetics that shaped the first few decades of his career. Yet, the pursuit of abstraction in the work of Zhang Daqian is perhaps a far cry from that of Picasso; for formal likeness holds very different currency for Chinese artists, as Su Shi writes: 'If one judges the superiority of a painting by its formal likeness, one is no different from a child.' Unlike Picasso's desire to reduce, dissect, and deconstruct forms, the abstract expressions conveyed by splashed-ink and splashed-colour composition correspond to the expressive (*xieyi*) style, further transforming and simplifying the boneless (*mogu*) style and Zen painting, modernising Chinese painting by adapting the visual vocabulary of the twentieth century, in an increasingly globalised world.

Compared to earlier splashed-ink works such as *Grand View of the Ch'ing-cheng Mountains*, *Ancient Temples Amidst Clouds* illustrates a previously-unseen confidence and maturity with which the artist controls the flow of the ink and pigment. A fresh, free, and unrestrained visual delight, the painting displays an incredible sense of strength and rhythm that dominates the work. After moving to California in the U.S., and later returning to Asia to Taiwan, Zhang Daqian to an extent restricted his liberal use of such an uninhibited splashed-ink method – perhaps catering to a predominately Chinese audience. In his later years, he employed a process that in a way combines splashed-ink with figurative expressions, as seen in *Panorama of Mount Lu* (Fig. 6). It was only during his time in Brazil in the 1960s, living almost in a state of remote seclusion, that works such as *Ancient Temples Amidst Clouds* could ever be possibly imagined and executed.



Fig. 7  
圖七

## 萬里寫入胸懷間

《雲山古寺》創作於張大千作品風格最為抽象的時期，全幅幾乎全以潑墨而成，為數不多的殿宇草亭也以最簡略的方式勾勒而得。這種表現手法與西方現代藝術的抽象造型方法冥冥而合。彼時張大千居寓巴西，並遊歷歐美及世界各地。一九五六年，他更是與西方現代主義大師畢加索會面，談藝論畫，因此他對西方藝術的發展，應當有所了解。然而，潑墨潑彩風格所傳達出的美學意境，卻是植根於中國文化之上。抽象之美，是中國古人一直追求探索的，也是古人評價詩詞歌賦的最高要求。蘇軾曾在詩中說“繪畫以形似，見與兒童鄰”。潑墨過程的一氣呵成和形式上的去繁從簡也譜合中國的寫意和禪畫精神，實際上是中國寫意畫與沒骨、青綠法的極簡化，精神上是中國繪畫高度現代化的結果。潑墨潑彩畫風的創立，非大千向西方藝術的靠攏和趨從，而是從中國藝術的本體出發，畫家所創立的為東西普遍欣賞和接受的風格。也正是憑藉著這種現代化的畫風，大千得以融匯古今，直面中西。

相比於早期潑墨作品，如《青城山》中顯得略顯瑣碎的墨點和墨塊，創作《雲山古寺》時期的張大千對潑墨技法已經掌握的如火純青，創作過程均一氣呵成，墨色塊面主次輕重，相互呼應，渾然一體，整體感更強，完全不帶有早年的侷促感，達到“大潑墨山水”的境界。張大千移居美國以至晚年返台後，或許是為了迎合華人藏家的收藏趣味，多採用潑寫結合的創作手法，如晚年巨作《廬山圖》（圖六）。這一點折中之舉反而與潑墨所秉承的自由創作的理念有所偏離。唯有六十年代的巴西時期，張大千在八德園中生活愜意，不受任何風格趣味的束縛，任爾東西南北風。唯有以最本真的理念，潑灑前半生所學，創作出如《雲山古寺》的劃時代巨作。

## THE BIRTH OF A MASTERPIECE

*Dawning Light in Autumn Gorges* (Fig. 7) is another fine example of such brilliant achievement, which, with strong chiaroscuro and an unconventional composition, appears perhaps more modern. In contrast, exuding an unequalled sense of grandeur, *Ancient Temples Amidst Clouds* bears witness to the great heights that Zhang Daqian reached in his life-long quest to challenge the past, to internalise the finest peaks and mountains that he saw, and to express a free landscape of the mind. It is this unique quality that positions the artist as a singular force in Chinese modern painting for his grand synthesis of abstraction, making Zhang Daqian one of the greatest painters of the twentieth century.

# 巔峰 大成

相較於同時期的名作《幽谷圖》（圖七）中強烈的明暗對比和頗具現代感的構圖，《雲山古寺》的根基更加中國化，畫面中所描繪的山川，既有北方名山的雄沉，又有南方雲山的秀潤，既飽含了歷朝歷代中國傳統山水的氣韻精華，又嵌入了跟隨時代潮流的現代意識，可謂張大千前半生閱盡名山大川，胸中自有丘壑的集大成之作。《雲山古寺》的題識正是張大千的現代藝術宣言，他如璀璨明珠一般，雖孤懸海外，但憑藉中國文化的根基底蘊和放眼世界的現代視野“自開法門”，以一己之力血戰古人、直面東西，終確立了自己在藝術史中的地位。



Fig. 1  
圖一

**FIG. 1**

1970 in Carmel, California, USA  
Left to right: Madame Hsu Wen-po,  
Professor Chang Dai-chien, Mr. Kao  
Ling-mei and Madame Jan Yun-bor.

圖一  
一九七〇年於美國加州克密爾合照  
左至右：徐雯波夫人、張大千居士、  
高嶺梅先生及詹雲白夫人。

## MEI YUN TANG COLLECTION

Mei Yun Tang Collection is one of the most important collections of Zhang Daqian's paintings. The founding of the collection by the children of Kao Ling-mei (1913-1993) and Madame Jan Yun-Bor (1916-1995) is to commemorate the fifty years of friendship between the two and the artist. Kao worked in the photography industry in Nanjing in the 1930's and had taken photographs of Zhang's paintings. In 1944, Kao and his family travelled through Southwest China to escape the invading Japanese forces, from Kunming to Chongqing and Chengdu in Sichuan. Zhang Daqian, on the other hand, recently returned to Chengdu after staying in Dunhuang for over two years meticulously copying the wall paintings in the caves. In January, copies of the Dunhuang murals were exhibited in Chengdu. Kao and his wife were interested in art and met Zhang Daqian again. Their friendship grew rapidly (Fig. 1).

In 1948, Kao Ling-mei brought his family to Taiwan, and helped Zhang Daqian organised his first exhibition in Taiwan. Afterwards, the Kao family resettled in Hong Kong. In the 1950s and 1960s, each time Zhang Daqian visited Hong Kong, Kao would host him and he sometimes stayed at Kao's home. Kao had organised numerous exhibitions for Zhang Daqian in Hong Kong and in Taipei, including the exhibition presented to celebrate Zhang Daqian's sixtieth birthday in 1958, and Hong Kong's City Hall Art Gallery's inaugurate exhibition in 1962. Many of these paintings in the exhibitions were on loan from the Mei Yun Tang Collection. In the next three years, Kao organized exhibitions of paintings in the collection in Singapore, Malaysia and Thailand to further promoted Zhang's work throughout Southeast Asia. Furthermore, Kao also compiled numerous catalogues, one most notable is *Chinese Painting: With the Original Paintings and Discourses on Chinese Art By Professor Chang Dai-chien* in 1961, which has been considered a valuable reference for understanding Chinese painting as well as Zhang Daqian's works.

## 梅雲堂珍藏

若論近代收藏張大千作品最重要的藏家，梅雲堂實在當之無愧。梅雲堂此號取自高嶺梅先生（1913–1993）、詹雲白夫人（1916–1995）名字，乃其子女為紀念父母與張大千五十年情同手足之情而創立。高氏早於三十年代在南京從事攝影行業，曾為張大千拍攝畫作。一九四四年初高氏因中日戰爭自南京前往轉徙西南，從昆明到重慶而成都，重遇剛從敦煌回川展出其臨摹成果的張大千。兩人惺惺相識，在此後他們的書信來往和畫上題款中高嶺梅稱張大千為八哥，而大千先生則稱高氏四弟，足見兩人近五十年的情誼（圖一）。

一九四八年高氏率子女移居台灣，並協助籌劃大千在台首次展覽。後來高家定居香港，在五十年代及六十年代每次張大千訪港每由高氏接待，亦多次寓居高家。高氏更多次為張大千在香港及台北籌辦展覽，其中包括一九五八年為祝賀大千六十壽辰的《周甲聲聞之壽》畫展、一九六二年為香港大會堂美術博物館開幕誌慶的《張大千畫展》。當中大部份展品均有高氏借出。其後三年高氏更將收藏帶往新加坡、馬來西亞及泰國展出，對推廣張大千畫作發揮了重要的作用。除此以外，高嶺梅更為張大千編印作品圖錄，其中更以1961年的《張大千畫》最具代表性。當中所載的張大千畫譜及畫論對研究張大千的畫藝和理論有著舉足輕重的地位。



Fig. 2  
圖二

In the next three years, Kao organised exhibitions of paintings in the collection in Singapore, Malaysia and Thailand to further promote Zhang's work throughout Southeast Asia. Furthermore, Kao also compiled numerous catalogues, one most notable being *Chinese Painting: With the Original Paintings and Discourses on Chinese Art By Professor Chang Dai-chien* in 1961, which has been considered a valuable reference for understanding Chinese paintings as well as Zhang Daqian's works.

Ever since 1944, Kao Ling-mei began to collect Zhang Daqian's paintings. On one hand, Kao was a real admirer of Zhang's art, and continued to buy his paintings in different exhibitions. On the other hand, Zhang found Kao to be a boon companion, a younger brother who does not share a surname, and continuously gave Kao some of his best paintings throughout their friendship. After almost fifty years of collecting, Mei Yun Tang Collection exhibited one hundred twenty-two paintings of Zhang Daqian in *The Mei Yun Tang Collection of Paintings by Chang Dai-chien* at the Art Gallery, The Chinese University of Hong Kong. Not only is the number of paintings enormous, the collection reflects the best paintings of the artist from the 1940s to the 1960s. It also encompasses different subject matters. Figure paintings include *Musical Performance* executed in 1944 and gifted to Kao in 1945; and Dunhuang mural copy *Samkōiptabhairava* executed in 1950. Flowers, Birds and Animals paintings were well represented by *Lotus and Mandarin Ducks* executed in 1947 and *Lotuses in Autumn* executed in 1962. The most representative landscapes paintings include *Album of Paintings after the Ancient Masters: Riverbank at Dusk* (Fig. 2) executed in Darjeeling in 1950, and one of the artist's most important splashed-ink landscape, *Ancient Temple Amidst Clouds* (Fig. 3) executed in 1965. Kao Ling-mei ultimately established one of the most important private collections of Zhang Daqian paintings.



Fig.3  
圖三

**FIG.2**  
Paintings by Chang Dai-chien from the Mei Yun Tang Collection.

圖二  
梅雲堂藏張大千畫。

**FIG. 3**  
Zhang Daqian, *Ancient Temples Amidst Clouds*, dated 1965, previously from the Mei Yun Tang Collection (current lot).

圖三  
張大千，《雲山古寺》，一九六五年作，梅雲堂舊藏（本拍品）。

其後三年高氏更將收藏帶往新加坡、馬來西亞及泰國展出，對推廣張大千畫作發揮了重要的作用。除此以外，高嶺梅更為張大千編印作品圖錄，其中更以1961年的《張大千畫》最具代表性。當中所載的張大千畫譜及畫論對研究張大千的畫藝和理論有著舉足輕重的地位。

自一九四四年起，高氏夫婦開始購藏大千先生作品。一方面高氏傾慕大千畫藝，在其後各個展覽繼續增購藏品。另一方面，大千亦欣喜得知音，持續贈予高氏無數作品。經過將近五十年的陸續積累，梅雲堂和香港中文大學文物館合辦《梅雲堂藏張大千畫》展覽中一共展出了一百二十二幅張大千精品，展現梅雲堂收藏的成果。當中藏品數量不但驚人，藏品年代更橫跨大千先生最重要的四十年代至六十年代之間，並包含各種題材，而各年代各題材均不乏精品。人物方面就有一九四四年所作、一九四五年春節大千先生直接贈與高氏的《按樂圖》和作於一九五〇年、仿敦煌壁畫的《大威德金剛》等。花鳥走獸方面則以一九四七年春作的《嘉藕圖》、一九六二年作的《三十六陂秋色荷花通景》二連屏為代表。山水則有高氏引以為平生珍賞、一九五〇年作於大吉嶺的仿古作品《擬古冊之江隄晚景》（圖二）、和畫家一九六五年自創的重要潑墨山水作品《雲山古寺》（圖三）作為其最重要的藏品。高嶺梅最終建立了近代張大千繪畫作品最為重要的私人收藏之一。

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如閣下擬競投高額拍賣品（即佳士得亞洲二十世紀及當代藝術晚間拍賣之所有拍賣品與其他類別拍賣低估價為港幣 8,000,000 元或以上之拍賣品），必須辦理高額拍賣品預先登記。為方便閣下辦理預先登記及付款手續，請注意以下事項：

- 在登記成為佳士得競投人士後，須於拍賣日期前通過投標部辦理高額拍賣品預先登記，或於拍賣當日往高額拍賣品預先登記處辦理預先登記。
- 除非另得本公司同意，否則只能於佳士得確認閣下拍賣前已付清保證金及完成高額拍賣品預先登記後，方可競投高額拍賣品。
- 辦理預先登記時，閣下須以電匯方式或佳士得接受之信用卡繳付港幣 1,500,000 元或閣下擬競投全部拍賣品低估價總額之 20%（以較高者為準）作為保證金。請注意佳士得恕不接受第三方代付之款項。此亦適用於代理人。

## 查詢

如欲了解詳情，請致電 + 852 2760 1766 與本公司客戶服務部聯絡或瀏覽 [www.christies.com/highvaluelots](http://www.christies.com/highvaluelots)。

- 若閣下未能成功競投任何拍賣品，於佳士得或佳士得公司集團亦無任何欠款，保證金將以電匯方式或佳士得決定之其他方式退還閣下。請確保於預先登記表格上提供閣下之銀行資料詳情。若閣下須以港元以外貨幣付款，本公司將收取因而產生之貨幣費用，概不承擔有關匯兌虧損。匯兌當天銀行提供之匯率應為最終匯率，並對閣下具約束力。雖然本公司將安排於拍賣日期後七日內退還保證金，惟不同銀行處理匯款或退款所需時間各有差異，佳士得對閣下何時收到有關款項不作保證。
- 成功辦理預先登記後，閣下將獲發高額拍賣品競投牌，以資識別。拍賣官一般只接受以高額拍賣品競投牌或其註冊競投人士作出之競投。此亦適用於拍賣現場、電話及書面競投。
- 佳士得有權不時變更高額拍賣品預先登記程序及規定而毋須作出任何通知。

# CONDITIONS OF SALE • BUYING AT CHRISTIE'S

## CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the **lots** listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in **bold**.

Unless we own a **lot** (A symbol), Christie's acts as agent for the seller.

### A BEFORE THE SALE

#### 1 DESCRIPTION OF LOTS

(a) Certain words used in the catalogue description have special meanings. You can find details of these on the page headed "Important Notices and Explanation of Cataloguing Practice" which forms part of these terms. You can find a key to the Symbols found next to certain catalogue entries under the section of the catalogue called "Symbols Used in this Catalogue".  
(b) Our description of any **lot** in the catalogue, any **condition** report and any other statement made by us (whether orally or in writing) about any **lot**, including about its nature or **condition**, artist, period, materials, approximate dimensions or **provenance** are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

#### 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a **lot** apart from our **authenticity warranty** contained in paragraph E2 and to the extent provided in paragraph I below.

#### 3 CONDITION

(a) The **condition** of **lots** sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect **condition**. Lots are sold "as is" in the **condition** they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to **condition** by Christie's or by the seller.  
(b) Any reference to **condition** in a catalogue entry or in a **condition** report will not amount to a full description of **condition**, and images may not show a **lot** clearly. Colours and shades may look different in print or on screen to how they look on physical inspection. **Condition** reports may be available to help you evaluate the **condition** of a **lot**. **Condition** reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaption because our staff are not professional restorers or conservators. For that reason they are not an alternative to examining a **lot** in person or taking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any **condition** report.

#### 4 VIEWING LOTS PRE-AUCTION

(a) If you are planning to bid on a **lot**, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its **condition**. We recommend you get your own advice from a restorer or other professional adviser.  
(b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

#### 5 ESTIMATES

**Estimates** are based on the **condition**, rarity, quality and **provenance** of the **lots** and on prices recently paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the

actual selling price of a **lot** or its value for any other purpose. **Estimates** do not include the **buyer's premium** or any applicable taxes. **Estimates** may be shown in different currencies from that of the saleroom for guidance only. The rate of exchange used in our printed catalogues is fixed at the latest practical date prior to the printing of the catalogue and may have changed by the time of our sale.

#### 6 WITHDRAWAL

Christie's may, at its option, withdraw any **lot** at any time prior to or during the sale of the **lot**. Christie's has no liability to you for any decision to withdraw.

#### 7 JEWELLERY

(a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.  
(b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.  
(c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.  
(d) For jewellery sales, **estimates** are based on the information in any gemmological report or, if no report is available, assume that the gemstones may have been treated or enhanced.

#### 8 WATCHES & CLOCKS

(a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a **warranty** that any individual component part of any watch or clock is **authentic**. Watchbands described as "associated" are not part of the original watch and may not be **authentic**. Clocks may be sold without pendulums, weights or keys.  
(b) As collectors' watches and clocks often have very fine and complex mechanisms, a general service, change of battery or further repair work may be necessary, for which you are responsible. We do not give a **warranty** that any watch or clock is in good working order. Certificates are not available unless described in the catalogue.  
(c) Most watches have been opened to find out the type and quality of movement. For that reason, watches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(g).

#### B REGISTERING TO BID

##### 1 NEW BIDDERS

(a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a bidder. You will be asked for the following:

(i) for individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);

(ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and

(iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Client Services Department on +852 2760 1766.

#### 2 RETURNING BIDDERS

We may at our option ask you for current identification as described in paragraph B1(a) above, a financial reference or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms in the last two years or if you want to spend more than on previous occasions, please contact our Bids Department on +852 2978 9910 or email to bidsasia@christies.com.

#### 3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller.

#### 4 BIDDING ON BEHALF OF ANOTHER PERSON

(a) **As authorised bidder:** If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her.

(b) **As agent for an undisclosed principal:** If you are bidding as an agent for an undisclosed principal (the ultimate buyer(s)), you accept personal liability to pay the **purchase price** and all other sums due. Further, you warrant that:

(i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the **lot(s)** in accordance with any and all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation and records evidencing the due diligence;

(ii) you will make such documentation and records evidencing your due diligence promptly available for immediate inspection by an independent third-party auditor upon our written request to do so. We will not disclose such documentation and records to any third-parties unless (1) it is already in the public domain, (2) it is required to be disclosed by law, or (3) it is in accordance with anti-money laundering laws;

(iii) the arrangements between you and the ultimate buyer(s) are not designed to facilitate tax crimes;

(iv) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity or that the ultimate buyer(s) are under investigation, charged with or convicted of money laundering, terrorist activities or other money laundering predicate crimes.

A bidder accepts personal liability to pay the **purchase price** and all other sums due unless it has been agreed in writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

#### 5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. For help, please contact the Client Services Department on +852 2760 1766.

## 6 BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

### (A) PHONE BIDS

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for **lots** only if our staff are available to take the bids. Telephone bids cannot be accepted for lots estimated below HK\$30,000. If you need to bid in a language other than English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

### (B) INTERNET BIDS ON CHRISTIE'S LIVE™

For certain auctions we will accept bids over the Internet. Please visit [www.christies.com/livebidding](http://www.christies.com/livebidding) and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on [www.christies.com](http://www.christies.com).

### (C) WRITTEN BIDS

You can find a Written Bid Form at the back of our catalogues, at any Christie's office or by choosing the sale and viewing the **lots** online at [www.christies.com](http://www.christies.com). We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a **reserve** and there is no higher bid than yours, we will bid on your behalf at around 50% of the **low estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the **lot**, we will sell the **lot** to the bidder whose written bid we received first.

## C AT THE SALE

### 1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

### 2 RESERVES

Unless otherwise indicated, all **lots** are subject to a **reserve**. We identify **lots** that are offered without **reserve** with the symbol • next to the **lot** number. The **reserve** cannot be more than the **lot's low estimate**.

### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his sole option:

- (a) refuse any bid;
- (b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**;
- (c) withdraw any **lot**;
- (d) divide any **lot** or combine any two or more **lots**;
- (e) reopen or continue the bidding even after the hammer has fallen; and
- (f) in the case of error or dispute and whether during or after the auction, to continue the bidding, determine the successful bidder, cancel the sale of the **lot**, or reoffer and resell any **lot**. If any dispute relating to bidding arises during or after the auction, the auctioneer's decision in exercise of this option is final.

### 4 BIDDING

The auctioneer accepts bids from:

- (a) bidders in the saleroom;
- (b) telephone bidders, and internet bidders through 'Christie's LIVE™' (as shown above in Section B6); and
- (c) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

### 5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the **reserve**. If **lots** are offered without **reserve**, the auctioneer will generally decide to open the bidding at 50% of the

**low estimate** for the **lot**. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the auctioneer may deem such **lot** unsold.

### 6 BID INCREMENTS

Bidding generally starts below the **low estimate** and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

### 7 CURRENCY CONVERTER

The saleroom video screens, Christies LIVE™ and Christie's website may show bids in some other major currencies from that of the saleroom. Any conversion is for guidance only and we cannot be bound by any rate of exchange used by Christie's. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

### 8 SUCCESSFUL BIDS

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by post and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

### 9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

## D THE BUYER'S PREMIUM, TAXES

### 1 THE BUYER'S PREMIUM

In addition to the **hammer price**, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including HK\$1,200,000, 20% on that part of the **hammer price** over HK\$1,200,000 and up to and including HK\$20,000,000, and 12% of that part of the **hammer price** above HK\$20,000,000.

### 2 TAXES

The successful bidder is responsible for any applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the **hammer price** and the **buyer's premium**. It is the buyer's responsibility to ascertain and pay all taxes due. In all circumstances Hong Kong law takes precedence. Christie's recommends you obtain your own independent tax advice.

For **lots** Christie's ships to the United States, a state sales or use tax may be due on the **hammer price**, **buyer's premium** and shipping costs on the **lot**, regardless of the nationality or citizenship of the purchaser. Christie's is currently required to collect sales tax for lots it ships to the following states: New York. The applicable sales tax rate will be determined based upon the state, county, or locale to which the **lot** will be shipped. Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the **lot**. For shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may be required to remit use tax to that state's taxing authorities. Christie's recommends you obtain your own independent tax advice with further questions.

## E WARRANTIES

### 1 SELLER'S WARRANTIES

For each **lot**, the seller gives a **warranty** that the seller:

- (a) is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law; and

(b) has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above **warranties** are incorrect, the seller shall not have to pay more than the **purchase price** (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no **warranty** in relation to any **lot** other than as set out above and, as far as the seller is allowed by law, all **warranties** from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

## 2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the **lots** in our sales are **authentic** (our **"authenticity warranty"**). If, within 5 years of the date of the auction, you satisfy us that your **lot** is not **authentic**, subject to the terms below, we will refund the **purchase price** paid by you. The meaning of **authentic** can be found in the glossary at the end of these Conditions of Sale. The terms of the **authenticity warranty** are as follows:

(a) It will be honoured for a period of 5 years from the date of the auction. After such time, we will not be obligated to honour the **authenticity warranty**.

(b) It is given only for information shown in **UPPERCASE type** in the first line of the **catalogue description** (the **'Heading'**). It does not apply to any information other than in the **Heading** even if shown in **UPPERCASE type**.

(c) The **authenticity warranty** does not apply to any **Heading** or part of a **Heading** which is **qualified**. **Qualified** means limited by a clarification in a **lot's catalogue description** or by the use in a **Heading** of one of the terms listed in the section titled **Qualified Headings** on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a **Heading** means that the **lot** is in Christie's opinion probably a work by the named artist but no **warranty** is provided that the **lot** is the work of the named artist. Please read the full list of **Qualified Headings** and a **lot's full catalogue description** before bidding.

(d) The **authenticity warranty** applies to the **Heading** as amended by any **Saleroom Notice**.

(e) The **authenticity warranty** does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the sale or drew attention to any conflict of opinion.

(f) The **authenticity warranty** does not apply if the **lot** can only be shown not to be **authentic** by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.

(g) The benefit of the **authenticity warranty** is only available to the original buyer shown on the invoice for the **lot** issued at the time of the sale and only if the original buyer has owned the **lot** continuously between the date of the auction and the date of claim. It may not be transferred to anyone else.

(h) In order to claim under the **authenticity warranty** you must:

(i) give us written details, including full supporting evidence, of any claim within 5 years of the date of the auction;

(ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and

(iii) return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.

(i) Your only right under this **authenticity warranty** is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, in any circumstances, be required to pay you more than the **purchase price** nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, **other damages** or expenses.

(j) **Books.** Where the **lot** is a book, we give an additional **warranty** for 14 days from the date of the

sale that if on collation any **lot** is defective in text or illustration, we will refund your **purchase price**, subject to the following terms:

- (a) This additional **warranty** does not apply to:
  - (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
  - (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
  - (iii) books not identified by title;
  - (iv) **lots** sold without a printed **estimate**;
  - (v) books which are described in the catalogue as sold not subject to return; or
  - (vi) defects stated in any **condition** report or announced at the time of sale.

(b) To make a claim under this paragraph you must give written details of the defect and return the **lot** to the sale room at which you bought it in the same **condition** as at the time of sale, within 14 days of the date of the sale.

(k) **South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting.**

In these categories, the **authenticity warranty** does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the **lot** is a forgery. Christie's will refund to the original buyer the **purchase price** in accordance with the terms of Christie's **authenticity warranty**, provided that the original buyer notifies us with full supporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the **lot** is a forgery in accordance with paragraph E2(h)(ii) above and the **lot** must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (ii) also apply to a claim under these categories.

## F PAYMENT

### 1 HOW TO PAY

- (a) Immediately following the auction, you must pay the **purchase price** being:
  - (i) the **hammer price**; and
  - (ii) the **buyer's premium**; and
  - (iii) any duties, goods, sales, use, compensating or service tax.

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the **due date**).

(b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.

(c) You must pay for **lots** bought at Christie's in Hong Kong in the currency stated on the invoice in one of the following ways:

(i) Christie's is pleased to offer clients the option of viewing invoices, paying and arranging shipping online through MyChristie's. To log in, or if you have yet to create an online account, please go to: [www.christies.com/MyChristies](http://www.christies.com/MyChristies). While this service is available for most lots, payment and shipping must be arranged offline for some items. Please contact Post-Sale Services directly to coordinate.

(ii) Wire transfer

You must make payments to:

HSBC  
Head Office  
1 Queen's Road, Central, Hong Kong  
Bank code: 004  
Account No. 062-305438-001  
Account Name: Christie's Hong Kong Limited  
SWIFT: HSBCCHKHHHKH

(iii) Credit Card.

We accept most major credit cards subject to certain conditions. We accept payments in person by credit card up to HK\$1,000,000 per auction sale although conditions and restrictions apply. China Union Pay is accepted with no limits on amounts. To make a cardholder not present' (CNP) payment, we accept payment up to HK\$500,000 per auction sale. CNP payments cannot be accepted by all salerooms and are subject to certain restrictions. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (d) below.

### (iv) Cash

We accept cash subject to a maximum of HKD80,000 per buyer per year at our Post-Sale Services Department only (subject to conditions).

### (v) Banker's draft

You must make these payable to Christie's Hong Kong Limited and there may be conditions.

### (vi) Cheque

You must make cheques payable to Christie's Hong Kong Limited. Cheques must be from accounts in Hong Kong dollar from a Hong Kong bank.

(d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's, Post-Sale Services Department, 22nd Floor Alexandra House, 18 Chater Road, Central, Hong Kong.

(e) For more information please contact our Post-Sale Services Department by phone on +852 2760 1766 or fax on +852 2973 0111.

## 2 TRANSFERRING OWNERSHIP TO YOU

You will not own the **lot** and ownership of the **lot** will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to the buyer.

## 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

- (a) When you collect the **lot**; or
- (b) At the end of the 30th day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse as set out on the page headed "Storage and Collection" unless we have agreed otherwise with you in writing.

## 4 WHAT HAPPENS IF YOU DO NOT PAY

- (a) If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):

(i) to charge interest from the **due date** at a rate of 7% a year above the 3-month HIBOR rate from time to time on the unpaid amount due;

(ii) we can cancel the sale of the **lot**. If we do this, we may sell the **lot** again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;

(iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts;

(iv) we can hold you legally responsible for the **purchase price** and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;

(v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);

(vi) we can, at our option, reveal your identity and contact details to the seller;

(vii) we can reject at any future auction any bids made by you or on your behalf or to obtain a deposit from you before accepting any bids;

(viii) to exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

(ix) we can take any other action we see necessary or appropriate.

(b) If you owe money to us or to another **Christie's Group** company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's Group** company for any transaction.

(c) If you make payment in full after the **due date**, and we choose to accept such payment we may charge you storage and transport costs from the date that is 31 calendar days following the auction in accordance with paragraphs Gd(i) and (ii). In such circumstances paragraph Gd(iv) shall apply.

## 5 KEEPING YOUR PROPERTY

If you owe money to us or to another **Christie's Group** company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another **Christie's Group** company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant **Christie's Group** company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

## G COLLECTION AND STORAGE

(a) We ask that you collect purchased **lots** promptly following the auction (but note that you may not collect any **lot** until you have made full and clear payment of all amounts due to us).

(b) Information on collecting **lots** is set out on the storage and collection page

(c) If you do not collect any **lot** promptly following the auction we can, at our option, remove the **lot** to another Christie's location or an affiliate or third party warehouse.

(d) If you do not collect a **lot** by the end of the 30th day following the date of the auction, unless otherwise agreed in writing:

(i) we will charge you storage costs from that date.

(ii) we can, at our option, move the **lot** to or within an affiliate or third party warehouse and charge you transport costs and handling fees for doing so.

(iii) we may sell the **lot** in any commercially reasonable way we think appropriate.

(iv) the storage terms which can be found at [www.christies.com/storage](http://www.christies.com/storage) shall apply.

(v) Nothing in this paragraph is intended to limit our rights under paragraph F4.

## H TRANSPORT AND SHIPPING

### 1 TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services Department on +852 2760 1766 or email to [postsaleasia@christies.com](mailto:postsaleasia@christies.com). We will take reasonable care when we are handling, packing, transporting and shipping a **lot**. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act or neglect.

## 2 EXPORT AND IMPORT

Any **lot** sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a **lot** or may prevent you selling a **lot** in the country you import it into.

(a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Post-Sale Services Department on +852 2760 1766 or email to [postsaleasia@christies.com](mailto:postsaleasia@christies.com).

### (b) Lots made of protected species

**Lots** made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and rosewood. You should check the relevant customs laws and regulations before bidding on any **lot** containing wildlife material if you plan to import the **lot** into another country. Several countries refuse to allow you to import property containing

these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the **lot** can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory, (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) please see further important information in paragraph (c) if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

#### (c) US import ban on African elephant ivory

The USA prohibits the import of ivory from the African elephant. Any **lot** containing elephant ivory or other wildlife material that could be easily confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) can only be imported into the US with results of a rigorous scientific test acceptable to Fish & Wildlife, which confirms that the material is not African elephant ivory. Where we have conducted such rigorous scientific testing on a **lot** prior to sale, we will make this clear in the lot description. In all other cases, we cannot confirm whether a **lot** contains African elephant ivory, and you will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for import into the USA at your own cost. If such scientific test is inconclusive or confirms the material is from the African elephant, we will not be obliged to cancel your purchase and refund the **purchase price**.

#### (d) Lots of Iranian origin

Some countries prohibit or restrict the purchase and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a **lot** in contravention of the sanctions or trade embargoes that apply to you.

#### (e) Gold

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

#### (f) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These **lots** are marked with the symbol **Ψ** in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the **lot** free of charge if collected in person from the sale site within 1 year of the date of the sale. Please check with the department for details on a particular **lot**.

For all symbols and other markings referred to in paragraph H2, please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

#### I OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties** contained in paragraph E1 are their own and we do not have any liability to you in relation to those **warranties**.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other

matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; and

(ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, **condition** reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission, breakdown, or delay, unavailability, suspension or termination of any of these services.

(d) We have no **responsibility** to any person other than a buyer in connection with the purchase of any **lot**.

(e) If, in spite of the terms in paragraphs (a) to (d) and E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

#### J OTHER TERMS

1 OUR ABILITY TO CANCEL  
In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

#### 2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

#### 3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the **lot**.

#### 4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

#### 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

#### 6 TRANSLATIONS

If we have provided a translation of this agreement, we will use the English version in deciding any issues or disputes which arise under this agreement.

#### 7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy policy at [www.christies.com](http://www.christies.com).

#### 8 WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 9 LAW AND DISPUTES

The rights and obligations of the parties with respect to these Conditions of Sale, the conduct of the auction and any matters connected with any of the foregoing shall be governed and interpreted by the Hong Kong laws. By bidding at auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have accepted these Conditions and submitted, for the benefit of Christie's, to the exclusive jurisdiction of the Hong Kong courts, and also accepted that Christie's also has the right to pursue remedies in any other jurisdiction in order to recover any outstanding sums due from the buyer.

#### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on [www.christies.com](http://www.christies.com). Sales totals are **hammer price** plus **buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from [www.christies.com](http://www.christies.com).

#### K GLOSSARY

**authentic** : a genuine example, rather than a copy or forgery of:

(i) the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer;  
(ii) a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture;  
(iii) a work for a particular origin source if the **lot** is described in the **Heading** as being of that origin or source; or  
(iv) in the case of gems, a work which is made of a particular material, if the **lot** is described in the **Heading** as being made of that material.

**authenticity warranty** : the guarantee we give in this agreement that a **lot** is **authentic** as set out in section E2 of this agreement.

**buyer's premium** : the charge the buyer pays us along with the **hammer price**.

**catalogue description** : the description of a **lot** in the catalogue for the auction, as amended by any saleroom notice.

**Christie's Group** : Christie's International Plc, its subsidiaries and other companies within its corporate group.

**condition** : the physical **condition** of a **lot**.

**due date** : has the meaning given to it in paragraph F1(a).

**estimate** : the price range included in the catalogue or any saleroom notice within which we believe a **lot** may sell. **Low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two.

**hammer price** : the amount of the highest bid the auctioneer accepts for the sale of a **lot**.

**Heading** : has the meaning given to it in paragraph E2.

**lot** : an item to be offered at auction (or two or more items to be offered at auction as a group).

**other damages** : any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

**purchase price** : has the meaning given to it in paragraph F1(a).

**provenance** : the ownership history of a **lot**.

**qualified** : has the meaning given to it in paragraph E2 and **Qualified Headings** means the section headed **Qualified Headings** on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'.

**reserve** : the confidential amount below which we will not sell a **lot**.

**saleroom notice** : a written notice posted next to the **lot** in the saleroom and on [www.christies.com](http://www.christies.com), which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale, or before a particular **lot** is auctioned.

**UPPER CASE type** : means having all capital letters.

**warranty** : a statement or representation in which the person making it guarantees that the facts set out in it are correct.

# 業務規定 · 買方須知

## 業務規定

業務規定和重要通知及目錄編列方法之說明列明佳士得拍賣刊載在本目錄中**拍賣品**的條款。

通過登記競投和 / 或在拍賣會中競投即表示您同意接受這些條款，因此，您須在競投之前仔細閱讀這些條款。下述粗體字體詞語的解釋在尾部詞匯表列明。

除非佳士得擁有**拍賣品**所有權（以 **△** 標示），佳士得為賣方的代理人。

### A. 拍賣之前

#### 1. 拍賣品描述

(a) 目錄描述部分使用的某些詞匯有特殊意義。詳情請見構成條款部分的重要通知及目錄編列方法之說明。對目錄內的標識的解釋，請見本目錄內“本目錄中使用的各類標識”。

(b) 本公司在本目錄中對任何**拍賣品**的描述，**拍賣品狀況**報告及其它陳述（不管是口頭還是書面），包括**拍賣品性質或狀況**、藝術家、時期、材料、概略尺寸或來源均屬我們意見之表述，而不應被作為事實之陳述。我們不像專業的歷史學家及學者那樣進行深入的研究。所有的尺寸及重量僅為粗略估計。

2. 對於**拍賣品**描述佳士得所負的責任  
我們不對**拍賣品**的性質提供任何保證，除了下述第 E2 段的**真品保證**以及第 I 段另有約定。

#### 3. 狀況

(a) 在我們拍賣會上拍賣的**拍賣品狀況**可因年代、先前損壞、修復、修理及損耗等因素而差異甚大。其性質即意味著幾乎不可能處於完美的**狀況**。**拍賣品**是按照其在拍賣之時的情況以“現狀”出售，而且不包括佳士得或賣方的任何陳述或保證或對於**狀況**的任何形式的責任承擔。

(b) 在本目錄條目或**狀況**報告中提及**狀況**不等同於對**狀況**的完整描述，圖片可能不會清晰展示出**拍賣品**。**拍賣品**的色彩和明暗度在印刷品或屏幕上看起來可能會與實體檢查時的情況不同。**狀況**報告可協助您評估**拍賣品的狀況**。為方便買方，**狀況**報告為免費提供，僅作為指引。**狀況**報告提供了我們的意見，但是可能未指出所有的缺陷。內在瑕疵、修復、更改及改造，因為我們的僱員不是專業修復或維護人員。出於這個原因，他們不能替代您親自檢查**拍賣品**或您自己尋求的專業意見。買方有責任確保自己已經要求提供、收悉及考慮了任何**狀況**報告。

#### 4. 拍賣之前檢查**拍賣品**

(a) 如果您計劃競投一件**拍賣品**，應親自或通過具有專業知識之代表檢視，以確保您接受**拍賣品**描述及**狀況**。我們建議您從專業修復人員或其它專業顧問那裏索取意見。

(b) 拍賣之前的檢視免費向公眾開放。在拍賣之前的檢視或通過預約，我們的專家可在場回答問題。

#### 5. 估價

**估價**是基於**拍賣品的狀況**、稀有程度、質量、來源及類似物品的近期拍價決定。**估價**可能會改變。您或任何其他人在任何情況下都不可能依賴**估價**，將其作為**拍賣品**的實際售價的預測或保證。**估價**不包括**買方酬金**或任何適用的稅費。**估價**可能以拍賣場當地貨幣以外的貨幣顯示並僅作指引。本目錄使用的貨幣兌換率是根據最貼近目錄付印時的兌換率設定，所以可能與拍賣當日兌換率有差別

#### 6. 撤回

佳士得有權單方面決定在**拍賣品**拍賣過程中或拍賣之前的任何時間將**拍賣品**撤回。佳士得無須就任何撤回決定向您承擔責任。

#### 7. 珠寶

(a) 有色寶石（如紅寶石、藍寶石及綠寶石）可能經過處理以改良外觀，包括加熱及上油等方法。這些方法都被國際珠寶行業認可，但是經處理的寶石的硬度可能會降低及 / 或在日後需要特殊的保養。

(b) 所有類型的寶石均可能經過某些改良處理。如果某件**拍賣品**沒有報告，您可以在拍賣日之前至少提前三周向我們要求寶石鑑定報告，報告的費用由您支付。

(c) 我們不會為每件拍賣的寶石拿取鑑定報告。若我們有從國際認可的寶石鑑定實驗室取得鑑定報告，我們會在目錄中提及。從美國寶石鑑定實驗室發出的鑑定報告會描述對寶石的改良或處理。歐洲寶石鑑定實驗室的報告僅在我們要求的時候，才會提及對寶石的改良及處理，但是該報告會確認該寶石沒有被改良或處理。因各實驗室使用方法和技術的差異，對某寶石是否處理過、處理的程度或處理是否為永久性，都可能持不同意見。寶石鑑定實驗室僅對報告作出日之前實驗室所知悉的改進及處理進行報告。

(d) 對於珠寶銷售來說，**估價**是以寶石鑑定報告中的信息為基礎，如果沒有報告，就會認為寶石可能已經被處理或提升過。

#### 8. 鐘錶

(a) 幾乎所有的鐘錶在使用期內都被修理過，可能都含有非原裝零部件。我們不能保證任何鐘錶的任何個別零部件都是原裝。被陳述為“關聯”字樣的錶帶不是原裝錶的部分，可能不是真品。**拍賣**的鐘可能跟隨沒有鐘擺、鐘錘或鑰匙出售。

(b) 收藏家等級的鐘錶經常有非常精細複雜的機械構造，可能需要一般保養服務、更換電池或進一步的修理工作，而這些都由買方負責。我們不保證每一隻鐘錶都是在良好運作狀態。除非目錄中有提及，我們不提供證書。

(c) 大多數的錶都被打開過查看機芯的型號及質量。因為這個原因，帶有防水錶殼的錶可能不能防水，在使用之前我們建議您讓專業鐘錶師事先檢驗。

手錶及錶帶的拍賣及運送方面的重要信息，請見第 H2(g) 段。

## B. 登記競投

### 1. 新競投人

(a) 如果這是您第一次在佳士得競投，或者您曾參與我們的拍賣，但在過去兩年內未曾從任何佳士得拍賣場成功競投過任何東西，您必須在拍賣之前至少 48 個小時登記，以給我們足夠的時間來處理及批准您的登記。我們有權單方面不允許您登記成為競投人。您需提供以下資料：

(i) 個人客戶：帶有照片的身份證明（駕照執照、國民身份證或護照），如果身份證明文件上沒有顯示，您當前的住址證明（如：當前的公共事業費賬單或銀行對賬單）。

(ii) 公司客戶：顯示名稱及註冊地址的公司註冊證明或類似文件，以及董事和受益股東的文件證明。

(iii) 信托、合夥、離岸公司及其它業務結構，請提前聯繫我們商談要求。

(b) 我們可能要求您向我們提供財務證明及 / 或押金作為許可您競投的條件。如需幫助，請聯繫我們的客戶服務部：+852 2760 1766。

### 2. 再次參與競投的客人

我們可選擇要求您提供以上 B1(a) 段所提及的現時身份證明，財務證明及 / 或押金作為許可您競投的條件。如果您過去兩年中沒有從我們的拍賣會成功投得**拍賣品**，或者您本次擬出價金額高於過往，請聯繫我們的投標部：+852 2978 9910 或電郵至 bidsasia@christies.com。

### 3. 如果您未能提供正確的文件

如果我們認為，您未能滿足我們對競投者身份及登記手續的要求，包括但不限於完成及滿足本公司可能要求進行的所有反洗黑錢和 / 或反恐怖主義財政審查，我們可能會不允許您登記競投，而如果您成功投得**拍賣品**，我們可能撤銷您與賣方之間的買賣合約。

### 4. 代表他人競投

(a) **作為授權競投人**：如果您代表他人競投，在競投前，委託人需要完成以上的登記手續及提供已簽署的授權書，授權您代表其競投。

(b) **作為隱名委托人的代理人**：如果您以代理人身份為隱名委托人（最終的買方）進行競投，您同意承擔支付購買款項和所有其他應付款項的個人責任。並且，您保證：

(i) 您已經根據所有適用的反洗黑錢及制裁法律對**拍賣品**的最終的買方進行必要的客戶盡職調查，同意我們依賴該盡職調查。並且，您將在不少於 5 年的期間裏保存證明盡職調查的文件和記錄。

- (ii) 您在收到我們書面要求後可以將證明盡職調查的文件和記錄立即提供給獨立第三方審計人員即時查閱。我們不會向任何第三方披露上述文件和記錄，除非 (1) 它已經在公共領域存在，(2) 根據法律要求須被披露，(3) 符合反洗黑錢法律規定。
- (iii) 您和最終的買方之間的安排不是為了便於任何涉稅犯罪。
- (iv) 您不知曉並且沒有理由懷疑用於結算的資金和任何犯罪收入有關或最終的買方因洗黑錢，恐怖活動或其他基於洗黑錢的犯罪而被調查，被起訴或被定罪。

除非競投人和佳士得在拍賣開始前書面同意競投人僅作為佳士得認可並指定的第三方的代理參與競投並且佳士得只會向該指定第三方收取付款，競投人同意就繳付購買款項和所有其他應付款項負上個人法律責任。

## 5. 親自出席競投

如果您希望在拍賣現場競投，必須在拍賣舉行前至少 30 分鐘辦理登記手續，並索取競投號碼牌。如需協助，請聯繫客戶服務部：+852 2760 1766。

## 6. 競投服務

下述的競投服務是為方便客戶而設，如果在提供該服務出現任何錯誤（人為或其它），遺漏或故障，佳士得均不負上任何責任。

### (A) 電話競投

您必須在拍賣開始前至少 24 小時辦理申請電話競投。佳士得只會在能夠安排人員協助電話競投的情況下接受電話競投。估價低於港幣 30,000 元之拍賣品將不接受電話競投。若需要以英語外的其他語言進行競投，須儘早在拍賣之前預先安排。電話競投將可被錄音。以電話競投即代表您同意其對話被錄音。您同意電話競投受業務規定管限。

### (B) 在 Christie's LIVE™ 網絡競投

在某些拍賣會，我們會接受網絡競投。請登入 [www.christies.com/livebidding](http://www.christies.com/livebidding)，點擊“現場競投”圖標，瞭解如何從電腦聆聽及觀看拍賣及參與競投。網絡競投受業務規定及 Christie's Live™ 使用條款的管限，詳情請見 [www.christies.com](http://www.christies.com) 網站。

### (C) 書面競投

您可於本目錄，任何佳士得辦公室或通過 [www.christies.com](http://www.christies.com) 選擇拍賣並查看拍賣品取得書面競投表格。您必須在拍賣開始前至少 24 小時提交已經填妥的書面競投表格。投標必須是以拍賣會當地的貨幣為單位。拍賣官將在參考底價後，合理地履行書面競投務求以可能的最低價行使書面標。如果您以書面競投一件沒有底價的拍賣品，而且沒有其他更高叫價，我們會為您以低端估價的 50% 進行競投；或如果您的書面標比上述更低，則以您的書面標的價格進行競投。如佳士得收到多個競投價相等的書面競投，而在拍賣時此等競投價乃該拍賣品之最高出價，則該拍賣品售給最先送達其書面競投書給本公司之競投人。

## C. 拍賣之時

### 1. 進入拍賣現場

我們有權不允許任何人士進入拍賣場地，參與拍賣，亦可拒絕接受任何競投。

## 2. 底價

除非另外列明，所有拍賣品均有底價。不定有底價的拍賣品，在拍賣品號碼旁邊用 • 標記。底價不會高於拍賣品的低端估價。

## 3. 拍賣官之酌情權

拍賣官可以酌情選擇：

- (a) 拒絕接受任何競投；
- (b) 以其決定方式將競投提前或拖後，或改變拍賣品的順序；
- (c) 撤回任何拍賣品；
- (d) 將任何拍賣品分開拍賣或將兩件或多件拍賣品合併拍賣；
- (e) 重開或繼續競投，即便已經下槌；
- (f) 如果有出錯或爭議，無論是在拍賣時或拍賣後，選擇繼續拍賣、決定誰是成功競投人、取消拍賣品的拍賣或將拍賣品重新拍賣或出售。在拍賣之時或後對競投有任何爭議，拍賣官有最終決定權。

## 4. 競投

拍賣官接受以下競投：

- (a) 拍賣會場參與競投的競投人；
- (b) 從電話競投人，通過 Christie's LIVE™（如第 B6 部分所示）透過網絡競投的競投人；
- (c) 拍賣之前提交佳士得的書面競投（也稱為不在場競投或委托競投）。

## 5. 代表賣方競投

拍賣官可選擇代賣方競投的方式連續競投或以回應其他競投者的投標而競投的方式，直至達到底價以下。拍賣官不會特別指明此乃代表賣方的競投。拍賣官不會代表賣方作出相等於或高於底價之出價。就不設底價的拍賣品，拍賣官通常會以低端估價的 50% 開始拍賣。如果在此價位沒有人競投，拍賣官可以自行斟酌將價格下降繼續拍賣，直至有人競投，然後從該價位向上拍賣。如果無人競投該拍賣品，拍賣官可視該拍賣品為流拍拍賣品。

## 6. 競投價遞增幅度

競投通常從低於低端估價開始，然後逐步增加（競投價遞增幅度）。拍賣官會自行決定競投開始價位及遞增幅度。本目錄內的書面競投表格上顯示的是一般遞增幅度，僅供閣下參考。

## 7. 貨幣兌換

拍賣會的顯示板，Christie's LIVE™ 和佳士得網站可能會以拍賣場當地貨幣外的主要貨幣來展示競投。任何佳士得使用的兌換率僅作指引，佳士得並不受其約束。對於在提供該服務出現的任何錯誤（人為或其它），遺漏或故障，佳士得並不負責。

## 8. 成功競投

除非拍賣官決定使用以上 C3 段中的酌情權，拍賣官下槌即表示對最終競投價之接受。這代表賣方和成功競投人之間的買賣合約之訂立。我們僅向已登記的成功競投人開具發票。拍賣後我們會以郵寄及 / 或電子郵件方式發送發票，但我們並不負責通知閣下競投是否成功。如果您以書面競投，拍賣後您應儘快以電話聯繫我們或親臨本公司查詢競投結果，以避免產生不必要的倉儲費用。

## 9. 競投地法律

當您在我們的拍賣中競投時，您同意您會嚴格遵守所有在拍賣時生效並適用於相關拍賣場所的當地法律及法規。

## D. 買方酬金及稅款

### 1. 買方酬金

成功競投人除支付成交價外，亦同意支付本公司以該拍賣品成交價計算的買方酬金。酬金費率按每件拍賣品成交價首港幣 1,200,000 元之 25%；加逾港幣 1,200,000 元以上至港幣 20,000,000 元部分之 20%；加逾港幣 20,000,000 元以上之 12% 計算。

## 2. 稅費

成功競投者將負責所有適用拍賣品稅費，包括增值稅，銷售或補償使用稅費或者所有基於成交價和買方酬金而產生的該等稅費。買方有責任查明並支付所有應付稅費。在任何情況下香港法律先決適用。佳士得建議您徵詢獨立稅務意見。

有關佳士得運送至美國的拍賣品，不論買方國籍或公民身份，均可能須支付基於成交價，買方酬金和運費而產生的州銷售稅或使用稅費。佳士得現時須就其運送至紐約州的拍賣品收取銷售稅。適用銷售稅率由拍賣品將運送到的州分，縣，地點而決定。要求豁免銷售稅的成功競投人必須在提取拍賣品之前向佳士得提供適當文件。佳士得不須收取稅費的州分，成功競投人可能須繳付稅費予該州分的稅務機構。佳士得建議您徵詢獨立稅務意見。

## E. 保證

### 1. 賣方保證

對於每件拍賣品，賣方保證其：

- (a) 為拍賣品的所有人，或拍賣品的共有人之一並獲得其他共有人的許可；或者，如果賣方不是拍賣品的所有人或共有人之一，其已獲得所有人的授權出售拍賣品或其在法律上有權這麼做；

- (b) 有權利將拍賣品的所有權轉讓給買方，且該權利不負擔任何限制或任何其他人之索賠權。

如果以上任何保證不確實，賣方不必支付超過您已向我們支付的購買款項（詳見以下第 F1(a) 段定義）的金額。賣方不會就閣下利潤上或經營的損失、預期存款、商機喪失或利息的損失、成本、賠償金、其他賠償或支出承擔責任。賣方不就任何拍賣品提供任何以上列舉之外的保證；只要法律許可，所有賣方對您做出的保證及法律要求加入本協議的所有其它賣方責任均被免除。

## 2. 真品保證

在不抵觸以下條款的情況下，本公司保證我們拍賣的拍賣品都是真品（我們的“真品保證”）。如果在拍賣日後的五年內，您使我們滿意您的拍賣品不是真品，在符合以下條款規定之下，我們將把您支付的購買款項退還給您。

業務規定的詞匯表裏有對“真品”一詞做出解釋。真品保證條款如下：

- (a) 我們在拍賣日後的 5 年內提供真品保證。此期限過後，我們不再提供真品保證。
- (b) 我們只會對本目錄描述第一行（“標題”）以大字體注明的資料作出真品保證。除了標題中顯示的資料，我們不

對任何標題以外的資料（包括標題以外的大階字體注明）作出任何保證。

(c) **真品保證不適用有保留標題或有保留的部分標題。有保留**是指受限於**拍賣品目錄**描述內的解釋，或者標題中有“重要通告及目錄編列方法之說明”內**有保留**標題的某些字眼。例如：標題中對“認為是…之作品”的使用指佳士得認為**拍賣品**可能是某位藝術家的作品，但是佳士得不**保證**該作品一定是該藝術家的作品。在競投前，請閱覽**“有保留標題”**列表及**拍賣品的目錄描述**。

(d) **真品保證適用於被拍賣會通告修訂後的標題。**

(e) **真品保證**不適用於在拍賣之後，學術發展導致被普遍接受的學者或專家意見有所改變。此**保證**亦不適用於在拍賣日時，標題乎合被普遍接受的學者或專家的意見，或標題指出意見衝突的地方。

(f) **如果拍賣品**只有通過科學鑒定方法才能鑒定出不是**真品**，而在我們出版目錄之日，該科學方法還未存在或未被普遍接納，或價格太昂貴或不實際，或者可能損壞**拍賣品**，則**真品保證**不適用。

(g) **真品保證**僅適用於**拍賣品**在拍賣時由佳士得發出之發票之原本買方，且僅在原本買方在拍賣日與申索之日持續擁有該**拍賣品**才適用。保證中的利益不可以轉讓。

(h) 要申索**真品保證**下的權利，您必須：

- (i) 在拍賣日後 5 年內，向我們提供書面的申索通知並提供詳情，包括完整的佐證證據；
- (ii) 佳士得有權要求您提供為佳士得及您均事先同意的在此**拍賣品領域**被認可的兩位專家的書面意見，確認該**拍賣品**不是**真品**。如果我們有任何疑問，我們保留自己支付費用獲取更多意見的權利；及
- (iii) 自費交回與拍賣時**狀況**相同的**拍賣品**給佳士得拍賣場。

(i) 您在**真品保證**下唯一之權利就是取消該項拍賣及收回已付的**購買款項**。在任何情況下我們不須支付您超過您已向我們支付的**購買款項**的金額，同時我們也無須對任何利潤或經營損失、商機或價值喪失、預期存款或利息、成本、賠償金或其他賠償或支出承擔責任。

(j) **書籍**。如果**拍賣品**為書籍，我們提供額外自拍賣日起為期 14 天的**保證**，如經校對後，**拍賣品**的文本或圖標存有瑕疵，在以下條款的規限下，我們將退回已付的**購買款項**：

- (a) 此**額外保證**不適用於：
  - (i) 缺少空白頁、扉頁、保護頁、廣告、及書籍鑲邊的破損、污漬、邊緣磨損或其它不影響文本及圖標完整性的瑕疵；
  - (ii) 繪圖、簽名、書信或手稿；帶有簽名的照片、音樂唱片、地圖冊、地圖或期刊；
  - (iii) 沒有標題的書籍；
  - (iv) 沒有標明**估價**的已出售**拍賣品**；
  - (v) 目錄中表明售出後不可退貨的書籍；
  - (vi) **狀況**報告中或拍賣時公告的瑕疵。
- (b) 要根據本條規定申索權利，您必須在拍賣後的 14 天內就有關瑕疵提交書面通知，並交回與拍賣時**狀況**相同的**拍賣品**給當時進行拍賣的佳士得拍賣行。

(k) 東南亞現代及當代藝術以及中國書畫。**真品保證**並不適用於此類別**拍賣品**。目前學術界不容許對此類別作出確實之說明，但佳士得同意取消被證實為**真品**之東南亞現代及當代藝術以及中國書畫**拍賣品**之交易。已付之**購買款項**則根據佳士得**真品保證**的條款退還予原本買方，但買方必須在拍賣日起 12 個月內以書面通知本公司有關**拍賣品**為**真品**並能按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據，證實該**拍賣品**為**真品**，及須按照以上 E2(h)(iii) 規定交回**拍賣品**給我們。E2(b), (c), (d), (e), (f), (g) 和 (i) 適用於此類別之申索。

## F. 付款

### 1. 付款方式

(a) **拍賣後**，您必須立即支付以下**購買款項**：

- (i) **成交價**；和
- (ii) **買方酬金**；和
- (iii) 任何關稅、有關貨物、銷售、使用、補償或服務稅項。

所有款項須於拍賣後 7 個日曆天內悉數付清（**“到期付款日”**）。

(b) 我們只接受登記競投人付款。發票一旦開具，發票上買方的姓名不能更換，我們亦不能以不同姓名重新開具發票。即使您欲將**拍賣品**出口且需要出口許可證，您也必須立即支付以上款項。

(c) 在香港佳士得購買的**拍賣品**，您必須按照發票上顯示的貨幣以下列方式支付：

- (i) 佳士得通過“*MyChristie's*”網上賬戶為客人提供查看發票、付款及運送服務。您可直接登錄查詢（如您還未註冊線上賬戶，請登錄 [www.christies.com/MyChristies](http://www.christies.com/MyChristies) 進行註冊）。本服務適用於大多數拍賣品，但仍有少數拍賣品的付款和運送安排不能通過網上進行。如需協助，請與售後服務部聯絡。
- (ii) 電匯至：

  - 香港上海匯豐銀行總行
  - 香港中環皇后大道中 1 號
  - 銀行編號：004
  - 賬號：062-305438-001
  - 賬名：Christie's Hong Kong Limited
  - 收款銀行代號：HSBCHKHHHKH

- (iii) 信用卡

在符合我們的規定下，我們接受各種主要信用卡付款。本公司每次拍賣接受總數不超過港幣 1,000,000 元之現場信用卡付款，但有關條款及限制適用。以中國銀聯支付方式沒有金額限制。如要以“持卡人不在場”(CNP) 的方式支付，本公司每次拍賣接受總數不超過港幣 500,000 元之付款。CNP 付款不適用於所有佳士得拍賣場，並受某些限制。適用於信用卡付款的條款和限制可從佳士得的售後服務部獲取，詳情列於以下 (d) 段：

- (iv) 現金

本公司每年只接受每位買方總數不超過港幣 80,000 元之現金付款（須受有關條件約束）；

- (v) 銀行匯票

抬頭請注明「佳士得香港有限公司」（須受有關條件約束）；

- (vi) 支票

抬頭請注明「佳士得香港有限公司」。支票必須於香港銀行承兌並以港幣支付。

(d) 支付時請注明拍賣號碼、發票號碼及客戶號碼；以郵寄方式支付必須發送到：佳士得香港有限公司，售後服務部（地址：香港中環遮打道 18 號歷山大廈 22 樓）。

(e) 如要瞭解更多信息，請聯繫售後服務部。電話 +852 2760 1766；傳真：+852 2973 0111。

## 2. 所有權轉移

只有我們自您收到全額且清算**購買款項**後，您才擁有**拍賣品**及**拍賣品**的所有權，即使本公司已將**拍賣品**交給您。

## 3. 風險轉移

**拍賣品**的風險和責任自以下日期起將轉移給您（以較早者為準）：

- (a) 買方提貨日；
- (b) 自拍賣日起 30 日後，如較早，則**拍賣品**根據“**倉儲與提取**”頁由第三方倉庫保管之日起；除非另行協議。

## 4. 不付款之補救辦法

(a) 如果**到期付款日**，您未能全數支付**購買款項**，我們將有權行使以下一項或多項（及執行我們在 F5 段的權利以及法律賦予我們的其它權利或補救辦法）：

- (i) 自**到期付款日**起，按照尚欠款項，收取高於香港金融管理局不時公布的三個月銀行同業拆息加 7% 的利息；
- (ii) 取消交易並按照我們認為合適的條件對**拍賣品**公開重新拍賣或私下重新售賣。您必須向我們支付原來您應支付的**購買款項**與再次轉賣收益之間的差額。您也必須支付我們必須支付或可能蒙受的一切成本、費用、損失、賠償，法律費用及任何賣方酬金的差額；
- (iii) 代不履行責任的買方支付賣方應付的拍賣淨價金額。您承認佳士得有賣方之所有權利向您提出追討；
- (iv) 您必須承擔尚欠之**購買款項**，我們可就取回此金額而向您提出法律訴訟程序及在法律許可下向您索回之其他損失、利息、法律費用及其他費用；
- (v) 將我們或**佳士得集團**任何公司欠下您之款項（包括您已付給我們之任何保證金或部分付款）用以抵銷您未付之款項；
- (vi) 我們可以選擇將您的身份及聯繫方式披露給賣方；
- (vii) 在將來任何拍賣中，不允許您或您的代表作出競投，或在接受您競投之前向您收取保證金；
- (viii) 在**拍賣品**所處地方之法律許可之下，佳士得就您擁有並由佳士得管有的**拍賣品**作為抵押品並以抵押品持有人身份行使最高程度之權利及補救方法，不論是以典當方式、抵押方式或任何其他形式。您則被視為已授權與本公司該等抵押及本公司可保留或售賣此物品作為買方對本公司及賣方的附屬抵押責任；和
- (ix) 採取我們認為必要或適當的任何行動。

(b) 將您已付的款項，包括保證金及其他部份付款或我們欠下您之款項用以抵銷您欠我們或其他**佳士得集團**公司的款項。

(c) 如果您在**到期付款日**之後支付全部款項，同時，我們選擇接受該付款，我們可以自拍賣後第 31 日起根據 G(d)(i) 及 (ii) 段向您收取倉儲和運輸費用。在此情況下，G(d)(iv) 段將適用。

#### 5. 扣押拍賣品

如果欠我們或其他**佳士得集團公司**款項，除了以上 F4 段的權利，在法律許可下，我們可以以任何方式使用或處置您存於我們或其它**佳士得集團公司**的拍賣品。只有在您全額支付欠下我們或相關**佳士得集團公司**的全部款項後，您方可領取有關拍賣品。我們亦可選擇將您的拍賣品按照我們認為適當的方式出售。我們將用出售拍賣品的銷售所得來抵銷您欠下我們的任何款項，並支付您任何剩餘部分。如果銷售所得不足以抵扣，您須支付差額。

#### G. 提取及倉儲

(a) 我們要求您在拍賣之後立即提取您購買的拍賣品（但請注意，在全數付清所有款項之前，您不可以提取拍賣品）。

(b) 有關提取拍賣品之詳情已列明於“倉儲與提取”頁。

(c) 如果您未在拍賣完畢立即提取您購買的拍賣品，我們有權將拍賣品移送到其他佳士得所在處或其關聯公司或第三方倉庫。

(d) 如果您未在拍賣後第三十個日曆日或之前提取您購買的拍賣品，除非另有書面約定：

(i) 我們將自拍賣後第 31 日起向您收取倉儲費用。

(ii) 我們有權將拍賣品移送到關聯公司或第三方倉庫，並向您收取因此產生的運輸費用和處理費用。

(iii) 我們可以按我們認為商業上合理且恰當的方式出售拍賣品。

(iv) 倉儲的條款適用，條款請見 [www.christies.com/storage](http://www.christies.com/storage)。

(v) 本段的任何內容不限制我們在 F4 段下的權利。

#### H. 運送

##### 1. 運送

運送或付運表格會與發票一同發送給您。您須自行安排拍賣品的運送和付運事宜。我們也可以依照您的要求安排包裝運送及付運事宜，但您須支付有關收費。我們建議您在競投前預先查詢有關收費的估價，尤其是需要專業包裝的大件物品或高額品。應您要求，我們也可建議處理員、包裝、運輸公司或有關專家。

詳情請聯繫佳士得售後服務部，電話：+852 2760 1766；或發郵件至 [postsaleasia@christies.com](mailto:postsaleasia@christies.com)。我們會合理謹慎處理、包裝、運輸拍賣品。若我們就上述目的向您推薦任何其他公司，我們不會承擔有關公司之行為，遺漏或疏忽引致的任何責任。

##### 2. 出口 / 進口

拍賣售出的任何拍賣品都可能受拍賣品售出國家的出口法律及其他國家的進口法律限制。許多國家就拍賣品出境要求出口聲明及 / 或就拍賣品入境要求進口聲明。進口國當地法律可能會禁止進口某些拍賣品或禁止拍賣品在進口國出售。

(a) 在競投前，您應尋求專業意見並負責滿足任何法律或法規對出口或進口拍賣品的要求。如果您被拒發許可證，或申請許可證延誤，您仍須全數支付拍賣品的價款。如果您提出請求，在我們能力範圍許可內，我們可以協助您申請所需許可證，但我們不保證必能獲得許可證。如欲了解詳情，請聯繫佳士得售後服務部，電話：+852 2760 1766 或發郵件至 [postsaleasia@christies.com](mailto:postsaleasia@christies.com)。

(b) **含有受保護動植物料的拍賣品**

由瀕臨絕種及其他受保護野生動植物製造或組成（不論分比率）的拍賣品在本目錄中註有 [ - ] 號。這些物料包括但不限於象牙、玳瑁殼、鱷魚皮、犀牛角、鯨骨、某些珊瑚品種及玫瑰木。若您有意將含有野生動物物料的任何拍賣品進口至其他國家，您須於競投該拍賣品之前了解有關海關法例和規定。有些國家完全禁止含有這類物料的物品進口，而其他國家則規定須向出口及入口國家的有關管理機構取得許可證。在有些情況下，拍賣品必須附有獨立的物種的科學證明和 / 或年期證明，方能裝運，而您須要自行安排上述證明並負責支付有關的費用。如果一件拍賣品含有象牙或其他可能和象牙相混淆的野生動物材料（例如猛獁象牙，海象象牙和犀鳥象牙）且您計劃將上述拍賣品進口到美國，請查看 (c) 段中之重要信息。如果您無法出口，進口該拍賣品或因任何原因拍賣品被政府部門查收，我們沒有義務因此取消您的交易並退回您的購買款項。您應負責確定並滿足有關含有上述物料拍賣品進出口的法律和規例要求。

(c) **美國關於非洲象象牙的進口禁令**

美國禁止非洲象象牙進口美國。如果一件拍賣品含有象牙或其他可能和象牙相混淆的野生材料（例如猛獁象牙，海象象牙和犀鳥象牙），其必須通過受美國漁業和野生動物保護局認可的嚴格科學測試確認該物料非非洲象象牙後方可進口美國。如果我們在拍賣前對拍賣品已經進行了該嚴格科學測試，我們會在拍賣品陳述中清楚表明。我們一般無法確認相關拍賣品的象牙是否來自非洲象。您凡購買有關拍賣品並計畫將有關拍賣品進口美國，必須承擔風險並負責支付任何科學測試或其他報告的費用。有關測試並無定論或確定物料乃非洲象象牙，不被視為取消拍賣和退回購買款項的依據。

(d) **源自伊朗的拍賣品**

一些國家禁止或限制購買和 / 或進口源自伊朗的“傳統工藝作品”（身份不明確的藝術家作品及 / 或功能性作品。例如：地毯、碗、大口水壺、瓷磚和裝飾盒）。美國禁止進口以上物品亦禁止美國民眾（不論所在處）購買以上物品。有些國家，例如加拿大則允許在某特定情況下可以進口上述物品。為方便買方，佳士得在源自伊朗（波斯）的拍賣品下方特別注明。如您受以上制裁或貿易禁運限制，您須確保您不會競投或進口有關拍賣品，違反有關適用條例。

(e) **黃金**

含量低於 18k 的黃金並不是在所有國家均被視為‘黃金’，並可能被拒絕入口。

(f) **鐘錶**

本目錄內有些錶帶的照片顯示該手錶配有瀕危及受保護動物（如短吻鱷或鱷魚）的物料所製成的錶帶。這些拍賣品在本目錄內的拍賣品編號旁以 **Ψ** 符號顯示。這些錶帶只用來展示拍賣品並不作銷售用途。在運送手錶到拍賣地以外的地點前，佳士得會把上述錶帶拆除並予以保存。買方若在拍賣後一年內親身到拍賣所在地的佳士得提取，佳士得可酌情免費提供該展示用但含有瀕危及受保護動物物料的錶帶給買方。

H2 段中的標記是佳士得為了方便閣下而在有關拍賣品附加的，附加標記時如有任何錯誤或遺漏，佳士得恕不承擔任何責任。

#### I. 佳士得之法律責任

(a) 除了**真品保證**，佳士得、佳士得代理人或僱員，對任何拍賣品作任何陳述，或資料的提供，均不作出任何保證。在法律容許的最大程度下，所有由法律附加的保證及其他條款，均被排除在本協議外。在 E1 段中的賣方保證是由賣方提供的保證，我們對這些保證不負有任何責任。

(b) (i) 除非我們以欺詐手段作出有欺詐成份的失實陳述或在本業務規定中另有明確說明，我們不會因任何原因對您負有任何責任（無論是因違反本協議，購買拍賣品或與競投相關的任何其它事項）；和

(ii) 本公司無就任何拍賣品的可商售品質、是否適合某特定用途、描述、尺寸、質量、狀況、作品歸屬、真實性、稀有程度、重要性、媒介、來源、展覽歷史、文獻或歷史的關聯等作出任何陳述、保證或擔保或承擔任何責任。除非當地的法律強制要求，任何種類之任何保證，均被本段排除在外。

(c) 請注意佳士得所提供的書面競投及電話競投服務、Christie's LIVE™、狀況報告、貨幣兌換顯示板及拍賣室錄像影像為免費服務，如有任何錯誤（人為或其它原因）、遺漏或故障或延誤、未能提供、暫停或終止，本公司不負任何責任。

(d) 就拍賣品購買的事宜，我們僅對買方負有法律責任。

(e) 如果儘管有 (a) 至 (d) 或 E2(i) 段的規定，我們因某些原因須對您負上法律責任，我們不須支持超過您已支付的購買款項。佳士得不須就任何利潤或經營損失、商機喪失或價值、預期存款或利息、費用、賠償或支出等原因負上任何責任。

#### J. 其它條款

##### 1. 我們的撤銷權

除了本協議中的其他撤銷權利，如果我們合理地認為完成交易可能是違法行為或該銷售會令我們或賣方向任何人負上法律責任或損壞我們的名聲，我們可取消該拍賣品的拍賣。

##### 2. 錄像

我們可以錄影及記錄拍賣過程。除非按法律要求，我們會對個人信息加以保密。該資料可能用於或提供其他**佳士得集團公司**和市場夥伴以作客戶分析或以便我們向買方提供合適的服務。若您不想被錄影，你可透過電話或書面競投或者在 Christie's LIVE™ 競投。

除非另有書面約定，您不能在拍賣現場錄像或錄音。

### 3. 版權

所有由佳士得或為佳士得與拍賣品有關之製作之一切圖片、插圖與書面資料（除有特別解釋外，包括我們的目錄的內容）之版權均屬於佳士得所有。沒有我們的事先書面許可不得使用以上版權作品。我們沒有保證您就投得的拍賣品會取得任何版權或其他複製的權利。

### 4. 效力

如本協議的任何部份遭任何法院認定為無效、不合法或無法執行，則該部分應被視為刪除，其它部分不受影響。

### 5. 轉讓您的權利及責任

除非我們給予書面許可，否則您不得就您在本協議下的權利或責任設立任何抵押，亦不得轉讓您的權利和責任。本協議對您的繼任人、遺產及任何承繼閣下責任的人員有約束力。

### 6. 翻譯

如果我們提供了本協議的翻譯件，我們將會使用英文版用於解決本協議項下產生的任何問題以及爭議。

### 7. 個人信息

您同意我們將持有並處理您的個人數據或信息，並將其交給其它佳士得集團公司用於我們的私隱政策所描述的，或與其相符的目的。您可以在 [www.christies.com](http://www.christies.com) 上找到本公司私隱政策。

### 8. 爐權

未能或延遲行使本業務規定下的權利或補償不應被視為免除該權利或補償，也不應阻止

或限制對該權利或補償或其他權利或補償的行使。單獨或部分行使該權利或補償不應阻止或限制對其它權利或補償的行使。

### 9. 法律及管轄權

各方的權利及義務，就有關本業務規定，拍賣的行為及任何與上述條文的事項，均受香港法律管轄及根據香港法律解釋。在拍賣競投時，無論是親自出席或由代理人出席競投，書面、電話及其他方法競投，買方則被視為接受本業務規定，及為佳士得之利益而言，接受香港法院之排他性管轄權，並同時接納佳士得亦有權在任何其他司法管轄區提出索償，以追討買方拖欠的任何款項。

### 10. [www.christies.com](http://www.christies.com) 的報告

售出的拍賣品的所有資料，包括目錄描述及價款都可在 [www.christies.com](http://www.christies.com) 上查閱。銷售總額為成交價加上買方酬金，其不反映成本、財務費用或買方或賣方信貸申請情況。我們不能按要求將這些資料從 [www.christies.com](http://www.christies.com) 網站上刪除。

### K. 詞匯表

**真品**：以下所述的真實作品，而不是複製品或贗品：

- a) **拍賣品**在標題被描述為某位藝術家、作者或製作者的作品，則為該藝術家、作者或製造者的作品；
- b) **拍賣品**在標題被描述為是某時期或流派創作的作品，則該時期或流派的作品；
- c) **拍賣品**在標題被描述為某來源，則為該來源的作品；
- d) 以寶石為例，如**拍賣品**在標題被描述為由某種材料製成，則該作品是由該材料製成。

**真品保證**：我們在本協議 E 段所詳述為拍賣品提供的保證。

**買方酬金**：除了成交價，買方支付給我們的費用。

**目錄描述**：拍賣目錄內對拍賣品的陳述（包括於拍賣場通過對有關陳述作出的任何更改）。

**佳士得集團**：Christie's International Plc、其子公司及集團的其它公司。

**狀況**：拍賣品的物理狀況。

**到期付款日**：如第 F1(a) 段所列出的意思。

**估價**：目錄中或拍賣場通告中列明的我們認為拍賣品可能出售的價格範圍。**低端估價**指該範圍的最低價；**高端估價**：指該範圍的最高價。**中間估價**為兩者的中間點。

**成交價**：拍賣官接受的拍賣品最高競投價。

**標題**：如 E2 段所列出的意思。

**拍賣品**：供拍賣的一件拍賣品（或作為一組拍賣的兩件或更多的物件）；

**其他賠償**：任何特殊、連帶、附帶或間接的賠償或任何符合當地法律規定的“特殊”、“附帶”或“連帶”賠償。

**購買款項**：如第 F1(a) 段的意思。

**來源**：拍賣品的所有權歷史。

**有保留**：如 E2 段中的意思；**有保留標題**則指目錄中“重要通知和目錄編制說明”頁中的“有保留標題”的意思。

**底價**：拍賣品不會以低於此保密底價出售。

**拍賣場通告**：張貼於拍賣場內的拍賣品旁或 [www.christies.com](http://www.christies.com) 的書面通知（上述通知內容會另行通知以電話或書面競投的客戶），或拍賣會舉行前或拍賣某拍賣品前拍賣官宣布的公告。

**大階字體**：指包含所有的大寫字母。

**保證**：陳述人或聲明人保證其所陳述或聲明的事實為正確。

## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale • Buying at Christie's'

◦ Christie's has a direct financial interest in the **lot**. See Important Notices and Explanation of Cataloguing Practice.

▲ Owned by Christie's or another **Christie's Group** company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

◆ Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

• **Lot** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

~ **Lot** incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale • Buying at Christie's.

¶ **Lot** incorporates material from endangered species that is not for sale and is shown for display purposes only.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

## 本目錄中使用的各類標識

本部份粗體字體詞語的涵義載於本目錄中題為“業務規定・買方須知”一章的最後一頁。

◦ 佳士得對該拍賣品擁有直接經濟利益。請參閱重要通知及目錄編列方法之說明。

▲ 全部或部分由佳士得或其他佳士得集團公司持有。請參閱重要通知及目錄編列方法之說明。

◆ 佳士得對該拍賣品擁有直接經濟利益，佳士得的全部或部分利益通過第三方融資。請參閱重要通知及目錄編列方法之說明。

• 不設底價的拍賣品，不論其在本目錄中的售前估價，該拍賣品將售賣給出價最高的競投人。

~ 拍賣品含有瀕危物種的材料，可能受出口限制。請參閱業務規定・買方須知第 H2(b) 段。

¶ 拍賣品含有瀕危物種的材料，只會作展示用途，並不作銷售。

請注意對藏品的標記僅為您提供方便，本公司不承擔任何因標示錯誤或遺漏標記的責任。

# IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

## IMPORTANT NOTICES

### CHRISTIE'S INTEREST IN PROPERTY CONSIGNMENT FOR AUCTION

**A: Property Owned in part or in full by Christie's**  
From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol **△** next to its lot number.

### ◦ Minimum Price Guarantees:

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol **○** next to the lot number.

### ♦ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the lot. The third party is therefore committed to bidding on the lot and, even if there are no other bids, buying the lot at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the lot not being sold. If the lot is not sold, the third party may incur a loss. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol **○♦**.

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the third party may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest

in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

### Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

### Bidding by parties with an interest

In any case where a party has a financial interest in a lot and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have reserved the right to bid on a lot consigned by the Estate or where a partner in a risk-sharing arrangement has reserved the right to bid on a lot and/or notified us of their intention to bid.

Please see <http://www.christies.com/financial-interest/> for a more detailed explanation of minimum price guarantees and third party financing arrangements.

Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue.

### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES, SCULPTURES, INSTALLATION, VIDEO, CALLIGRAPHY AND PAINTED CERAMIC

Terms used in this catalogue have the meanings ascribed to them below. Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and **authenticity warranty**. Buyers are

advised to inspect the property themselves. Written **condition** reports are usually available on request.

### Qualified Headings

In Christie's opinion a work by the artist.  
\*\*Attributed to ...  
In Christie's qualified opinion probably a work by the artist in whole or in part.  
\*\*Studio of ... / "Workshop of ..."  
In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.  
\*\*Circle of ...  
In Christie's qualified opinion a work of the period of the artist and showing his influence.  
\*\*Follower of ...  
In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.  
\*\*Manner of ...  
In Christie's qualified opinion a work executed in the artist's style but of a later date.  
\*\*After ...  
In Christie's qualified opinion a copy (of any date) of a work of the artist.  
\*\*Signed ... / "Dated ... / "Inscribed ..."  
In Christie's qualified opinion the work has been signed/dated/inscribed by the artist.  
\*\*With signature ... / "With date ... / "With inscription ...  
In Christie's qualified opinion the signature/date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

\*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by this term, and the **Authenticity Warranty** shall not be available with respect to lots described using this term.

# 重要通知及目錄編列方法之說明

## 重要通告

### 佳士得在受委託拍賣品中的權益

#### A: 部分或全部歸佳士得擁有的拍賣品

佳士得可能會不時提供佳士得集團旗下公司全部或部分擁有之拍賣品。該等拍賣品在目錄中於拍賣編號旁註有 **△** 符號以資識別。

#### ◦ 保證最低出售價

佳士得有時就某些受委託出售的拍賣品的拍賣成果持有直接的經濟利益。通常為其向賣方保證無論拍賣的結果如何，賣方將就拍賣品的出售獲得最低出售價。這被稱為保證最低出售價。該等拍賣品在目錄中於拍賣編號旁註有 **○** 號以資識別。

#### ◦ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證，如果拍賣品未能出售，佳士得將承擔遭受重大損失的風險。因此，佳士得有時選擇與第三方分擔該風險。在這種情況下，第三方同意在拍賣之前就該拍賣品提交一份不可撤銷的書面競投。第三方因此承諾競投該拍賣品，如果沒有其它競投，等三方將以書面競投價格購買該拍賣品，除非有其它更高的競價。第三方因此承擔拍賣品未能出售的所有或部分風險。如果拍賣品未能出售，第三方可能承擔損失。該等拍賣品在目錄中註以符號 **○♦** 以資識別。

第三方需要承擔風險，在自身不是成功競投人的情況下，佳士得將給予酬金給第三方。第三方的酬金可以是固定金額或基於成交價計算的酬金。第三方亦可以就該拍賣品以超過書面競投的價格進行競投。如果第三方成功競投，第三方必須全額支付成交價及買方酬金。

我們要求第三方保證人向其客戶披露在給予保證的拍賣品持有的經濟利益。如果您通過顧問意見或委託代理人競投一件標示為有第三方融資的拍賣品，

我們建議您應當要求您的代理人確認他 / 她是否在拍賣品持有經濟利益。

### 其他安排

佳士得可能訂立與競投無關的協議。這些協議包括佳士得向賣方就拍賣品銷售所得預付金額或者佳士得與第三方分擔保證風險，但並不要求第三方提供不可撤銷的書面競投或參與拍賣品的競投。因為上述協議與競投過程無關，我們不會在目錄中以符號。

### 利益方的競投

如果競技人在拍賣品持有經濟利益並欲競投該拍賣品，我們將以拍賣場通知的方式知會所有競投者。該經濟利益可包括遺產受益人保留權利參與競投，遺產委托拍賣的拍賣品或者風險共擔安排下的合作方保留權利參與競投拍賣品和 / 或通知我們其競投該拍賣品的意願。

請登錄 <http://www.christies.com/financial-interest/> 瞭解更多關於最低出售價保證以及第三方融資安排的說明。

如果佳士得在目錄中每一項拍賣品中均所有權或經濟利益，佳士得將不會於每一項拍賣品旁附註號，但會於正文首頁聲明其權益。

### 有關繪畫、素描、版畫、小型畫、雕塑、裝置、錄像、書法及手繪瓷器

下列詞語於本目錄中具有以下意義。請注意本目錄中有關作者身份的所有聲明均按照本公司之業務規定及真品保證的條款而作出。

買方應親自檢視各拍賣品的狀況，亦可向佳士得要求提供書面狀況報告。

### 有保留的標題

佳士得認為是屬於該藝術家之作品

\*「傳」、「認為是...之作品」

指以佳士得有保留之意見認為，某作品大概全部或部份是藝術家之創作。

\*「...之創作室」及「...之工作室」

指以佳士得有保留之意見認為，某作品在某藝術家之創作室或工作室完成，可能在他監督下完成。

\*「...時期」

指以佳士得有保留之意見認為，某作品屬於該藝術家時期之創作，並且反映出該藝術家之影響。

\*「跟隨...風格」

指以佳士得有保留之意見認為，某作品具有某藝術家之風格，但未必是該藝術家門生之作品。

\*「具有...創作手法」

指以佳士得有保留之意見認為，某作品具有某藝術家之風格，但較後時期完成。

\*「...複製品」

指以佳士得有保留之意見認為，某作品是某藝術家作品之複製品（任何日期）。

\*「簽名...」、「日期...」、「題寫...」

指以佳士得有保留之意見認為，某作品由某藝術家簽名 / 寫上日期 / 題寫。

\*「附有...簽名」、「附有...之日期」、「附有...之題寫」、「款」

指以佳士得有保留之意見認為某簽名 / 某日期 / 題寫應不是某藝術家所為。

古代、近現代印刷品之日期是指製造模具之日期 [ 或大概日期 ] 而不一定是作品印刷或出版之日。

\* 於本目錄編列方法之說明中此詞語及其定義為對作者身份而言之有規限說明。雖然本詞語之使用，乃基於審慎研究及代表專家之意見，佳士得及委託人於目錄內使用此詞語及其所描述之拍賣品及其作者身份之真確及可信性，並不承擔及接受任何風險、義務或責任，而真品保證條款，亦不適用於以此詞語所描述的拍賣品。

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 Jane Blood

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 Robert Lagneau  
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**CHANNEL ISLANDS**  
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## AUCTION AND OTHER SERVICES

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**London**  
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 Fax: +852 2760 1767  
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**Singapore**  
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 Email: [singapore@cfass.com](mailto:singapore@cfass.com)

01/04/17

• DENOTES SALEROOM

ENQUIRIES — Call the Saleroom or Office

EMAIL — [info@christies.com](mailto:info@christies.com)

For a complete salerooms & offices listing go to [christies.com](http://christies.com)

# STORAGE AND COLLECTION

## COLLECTION LOCATION AND TERMS

All **lots** not collected from Christie's at the Hong Kong Convention and Exhibition Centre by 4.00 pm on 31 May 2017 will, at our option, be removed to an offsite warehouse. Please contact Post-Sale Services to confirm the location of your property prior to collection. Our removal and storage of the **lot** is subject to the terms and conditions of storage which can be found at [www.christies.com/storage](http://www.christies.com/storage) and our fees for storage are set out in the table below - these will apply whether the **lot** remains with Christie's warehouse or is removed elsewhere.

All **lots** will be available for collection from 2.00pm on 1 June 2017.

All collections from the offsite warehouse will be by pre-booked appointment only.

Please contact Christie's Post-Sale Services Department at least one business day in advance to book a collection time.

Tel: +852 2760 1766 / Email: [postsaleasia@christies.com](mailto:postsaleasia@christies.com).

For **lots** stored at an offsite warehouse, if you would like to collect the **lot** from our office, a local delivery charge of a minimum of HK\$850 may be applied. A **lot** at Christie's will be available for collection on a working day between 9.30am and 12.30pm / 2:00pm and 6:00pm. **Lots** are not available for collection at weekends and public holidays.

## PAYMENT OF ANY CHARGES DUE

ALL **lots** whether sold or unsold may be subject to storage and administration fees. Please see the details in the table below. Storage charges may be paid in advance or at the time of collection. **Lots** may only be released on production of the 'Collection Form' from Christie's. **Lots** will not be released until all outstanding charges are settled.

## SHIPPING AND DELIVERY

Christie's Post-Sale Services Department can organise local deliveries or international freight. Please contact them on +852 2760 1766 or [postsaleasia@christies.com](mailto:postsaleasia@christies.com). To ensure that arrangements for the transport of your **lot** can be finalised before the expiry of any free storage period, please contact Christie's Post-Sale Services Department for a quote as soon as possible after the sale.

## PHYSICAL LOSS & DAMAGE LIABILITY

Christie's will accept liability for physical loss and damage to sold **lots** whilst in storage. Christie's liability will be limited to the invoice purchase price including buyers' premium. Christie's liability will continue until the **lots** are collected by you or an agent acting for you following payment in full. Christie's liability is subject to Christie's Terms and Conditions of Liability posted on [www.christies.com](http://www.christies.com).

ADMINISTRATION FEE, STORAGE & RELATED CHARGES		
CHARGES PER LOT	LARGE OBJECTS E.g. Furniture, Large Paintings & Sculpture	SMALL OBJECTS E.g. Books, Luxury, Ceramics, Small Paintings
1-30 days after the auction	Free of charge	Free of charge
31st day onwards: Administration Fee Storage per day	HK\$ 700 HK\$80	HK\$350 HK\$40
Loss and Damage Liability	Will be charged on purchased <b>lots</b> at 0.5% of the hammer price or capped at the total storage charge, whichever is lower.	
Please note that there will be no charge to clients who collect their <b>lots</b> within 30 days of this sale. Size to be determined at Christie's discretion.		

Long-term storage solutions are also available per client request.

# 倉儲與提取

## 提取地點與條款

所有未在 2017 年 5 月 31 日下午 4 時從香港會議展覽中心提取的**拍賣品**將由我們決定移送到其它倉庫。請在提貨前預先聯絡佳士得售後服務部確定拍賣品所在倉庫。**拍賣品**的移送和倉儲受 [www.christies.com/storage](http://www.christies.com/storage) 中的倉儲條款和條件約束。倉儲的收費詳見以下表格。無論**拍賣品**是保留在佳士得的倉庫還是移送其它倉庫，上述規定均適用。

所有**拍賣品**自 2017 年 6 月 1 日下午 2 時起可以開始提取。

所有在其它倉庫之提取，將只能通過提前預約方式。

請提前至少一個工作日聯絡佳士得售後服務部預約提取時間。

電話：+852 2760 1766 / 電郵：[postsaleasia@christies.com](mailto:postsaleasia@christies.com)

對於儲存在其它倉庫的**拍賣品**，如果您希望在我們辦公室提取，我們將收取不低於港幣 850 元的本地運送費用。對於儲存在佳士得的**拍賣品**，您可以在任何工作日上午 9 時 30 分至下午 12 時 30 分 / 下午 2 時至 6 時期間提取。週末和公眾假期休息。

## 應付費用的支付

所有成功出售或未能出售的**拍賣品**均可能負有倉儲和管理費用。請詳見以下表格。倉儲費用可在提取之前或當時支付。佳士得在收到提貨單後方會發放**拍賣品**。所有費用付清之後，方可提取**拍賣品**。

## 裝運和運送

佳士得售後服務部可以安排本地運送或國際貨運。請聯繫 +852 2760 1766 或 [postsaleasia@christies.com](mailto:postsaleasia@christies.com)。為確保您的**拍賣品**的運輸安排能在免費倉儲期間到期之前完成，請在拍賣後儘快聯繫佳士得售後服務部取得報價。

## 有形損失和損壞責任

佳士得對已出售的**拍賣品**在倉儲期間承擔有形損失和損壞責任。佳士得的責任以包括買方酬金在內的記載於發票上的購買款項為上限。佳士得該責任將自您全額付款後您或您的代理人提取**拍賣品**後終止。佳士得的責任受 [www.christies.com](http://www.christies.com) 上公佈的佳士得責任條款和條件的約束。

管理費，倉儲和相關費用		
按件收費	大件物品 例如家具，大型畫作和雕塑	小件物品 例如書籍，奢侈品，陶瓷和小型畫作
拍賣後 1-30 天內	免費	免費
自第 31 天起：管理費 每天倉儲費用	港幣 700 元 港幣 80 元	港幣 350 元 港幣 40 元
損失和損壞責任	按購買 <b>拍賣品</b> 的成交價的 0.5% 或全部倉儲費用收費（以較低者為準）	
如果在拍賣後 30 天內提取 <b>拍賣品</b> ，無須支付上述費用。 物品大小由佳士得酌情決定。		

長期倉儲服務方案可按客戶要求提供。



A VERY RARE GILT-BRONZE STANDING FIGURE OF WILLOW GUANYIN  
TANG DYNASTY (AD 618-907)

10 in. (25.5 cm.) high, wood stand, Japanese wood box

唐 鎏金銅楊柳觀音立像

HK\$1,800,000-2,800,000 (US\$240,000-360,000)

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妙相圓明 — 佛教藝術精品

Hong Kong, 31 May 2017

香港, 2017年5月31日

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26-30 May 2017

Hong Kong Convention and Exhibition Centre

5月26至30日 · 香港會議展覽中心

### CONTACT 查詢

Chi Fan Tsang 曾志芬

chinese@christies.com | +852 2760 1766

CHRISTIE'S 佳士得





# BIDDER REGISTRATION FORM

Paddle No.

**We encourage new clients to register at least 48 hours in advance of a sale to allow sufficient time to process the registration.**

Please complete and sign this form and send it to us by email [registrationasia@christies.com](mailto:registrationasia@christies.com).

## A Bidder's Detail

Personal Account:  Account Holder  Authorised Agent (Name) .....  
Authorisation Letter and ID (if applicable):  Attached  In System/previosuly provided

Company Account:  I am (name and position) .....  
Authorisation Letter and ID (if applicable):  Attached  In System/previosuly provided

Account No. ....

Account Name .....  
Business Registration No. ....

Invoice Address Room/Flat ..... Floor ..... Block .....  
Building/Estate .....  
Street Address .....  
City/District ..... Post/Zip Code .....  
County/Province/State ..... Country .....

The name and address given above will appear on the invoice for lots purchased with your assigned paddle for this registration. Please check that the details are correct as the invoice cannot be changed after the sale.

Country Code ..... Phone No. ..... Email .....

## B Identity Documents and Financial References

If you have not previously bid or consigned with Christie's, please provide copies of the following documents. **Individuals:** government-issued photo identification (such as a national identity card or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement. **Corporate clients:** a certificate of incorporation, proof of company address, photo ID copy of the authorized bidder, letter of authorization duly signed by the director or the legal representative and, where applicable, chopped with company stamp and official document listing directors and shareholders. **Other business structures such as trusts, offshore companies or partnerships:** please contact the Credit Department at +852 2978 6870 for advice on the information you should supply. If you are registering to bid on behalf of someone who has not previously bid or consigned with Christie's, please attach identification documents for yourself as well as the person on whose behalf you are bidding, together with a signed letter of authorisation from the person. New clients, clients who have not made a purchase from any Christie's office within the last 12 months, and those wishing to spend more on previous occasions will be asked to supply a bank reference and/or a recent bank statement and we may also require a deposit as we deem appropriate as a condition of allowing you to bid. If you are asked to provide a deposit, you will need to arrange payment with us. Your bidder registration will not be considered complete until we receive payment of the deposit in full and cleared funds.

### High Value Lots Paddle Registration:

Do you require a High Value Lot ("HVL") paddle?  Yes  No

You will need a HVL paddle if you intend to bid on: (i) any lot in the Asian 20th Century & Contemporary Art Evening Sale; or (ii) a lot the low estimate of which is HK\$ 8 million or above. The auctioneer will only take bids on High Value Lots from bidders holding HVL paddles. To secure your HVL paddle, you will need to pay a HVL deposit, which we will calculate for you. Generally it will be the higher of: (i) HK\$ 1,500,000 or (ii) 20 % of the aggregate low estimates of the HVLs you intend to bid on; or (iii) such other amount as we may determine from time to time. You can pay your HVL deposit using any of the following methods: credit card(s) acceptable to Christie's; wire transfer; cashier order or cheque. We cannot accept payment from third parties and agents. The HVL registration procedure applies even if you have already registered to bid in our sales on other lots. Please allow at least 48 hours for processing of your HVL registration. We reserve the right to change our HVL registration procedure and requirements from time to time without notice.

Please indicate the bidding level you require:

HK \$ 0 - 500,000  HK \$ 500,001 - 2,000,000  HK \$ 2,000,001 - 4,000,000  
 HK \$ 4,000,001 - 8,000,000  HK \$ 8,000,001 - 20,000,000  HK \$ 20,000,000 +

## C Sale Registration

### Please register me for the following sessions:

<input type="checkbox"/> 14714	Finest & Rarest Wines from An Exceptional Private Collection Direct from Octavian Vaults	<input type="checkbox"/> 14338	Fine Chinese Modern Paintings
<input type="checkbox"/> 14718	Fine and Rare Wines Featuring	<input type="checkbox"/> 14716	Hong Kong Magnificent Jewels
<input type="checkbox"/> 13267	An Outstanding Collection of A Wine Lover & A Single Owner Collection	<input type="checkbox"/> 15710	Resplendent and Glorious – Ancient Temples Amidst Clouds
<input type="checkbox"/> 13269	Contemporaries: Voices from East and West	<input type="checkbox"/> 15657	previously from the Mei Yun Tang Collection
<input type="checkbox"/> 13268	Asian 20th Century & Contemporary Art (Evening Sale)	<input type="checkbox"/> 14557	Adorning the Kings – A Private Collection of Archaic Jade Ornaments
<input type="checkbox"/> 14336	Asian Contemporary Art (Day Sale)	<input type="checkbox"/> 15658	Handbags & Accessories
<input type="checkbox"/> 14715	Asian 20th Century Art (Day Sale)	<input type="checkbox"/> 14809	The Perfect Countenance – Fine Buddhist Works of Art
<input type="checkbox"/> 14337	Chinese Contemporary Ink	<input type="checkbox"/> 14612	The Yongzheng Emperor's Double-Dragon Amphora
	Important Watches		The Imperial Sale
	Fine Chinese Classical Paintings and Calligraphy		Important Chinese Ceramics and Works of Art

## D Collection and Shipment

### Please select one of the following options:

I will collect my purchased lot(s).  
 Please provide a shipping quotation to my account address/the below address:  
.....  
.....

## E Declarations

- I have read the "Conditions of Sale - Buying at Christie's" and "Important Notices and Explanation of Cataloguing Practice" printed in the sale catalogue, as well as the "No Third Party Payment Notice" and agree to be bound by them.
- I have read the data collection section of the conditions of sale printed in the sale catalogue and agree to be bound by its terms.
- The auctioneer will usually only accept bids for high value lots if a deposit has been arranged before the day of the auction and the high value lot pre-registration application has been completed. I understand that if I have not completed the high value lot pre-registration before the auction I will not be permitted to bid for high value lots.
- If you are not successful in any bid and do not owe any Christie's group company any money, the deposit will be refunded to you by way of wire transfer or such other method as determined by Christie's, please make sure that you provide your bank details to us.

Please tick if you are a new client and would like to receive information about sales, events and other services offered by the Christie's group and its affiliates by e-mail. You can opt-out of receiving this information at any time.  
 Invoice will be sent by email. Please tick if you do NOT wish to receive your invoice by email.

Name ..... Signature ..... Date .....

# 投標者登記表格

競投牌編號

建議新客戶於拍賣舉行前至少 48 小時辦理登記，以便有充足時間處理登記手續。

請填妥並簽署本表格然後電郵至 [registrationasia@christies.com](mailto:registrationasia@christies.com)。

## A 投標者資料

個人名義競投：  本人  代理人（姓名）.....

授權書及身份證明文件（如適用）：  現附上  在佳士得記錄上 / 已提供

公司名義競投：  本人是（姓名和職位）.....

授權書及身份證明文件（如適用）：  現附上  在佳士得記錄上 / 已提供

客戶編號 .....

客戶名稱 .....

商業登記編號 .....

客戶地址 室 ..... 樓層 ..... 座 .....

大廈 / 屋苑 .....

街道 .....

城市 / 區 ..... 郵區編號 .....

縣 / 省 / 州 ..... 國家 .....

客戶名稱及地址會列印在附有是次登記之競投牌編號的發票上；付款資料於拍賣會完結後將不能更改，請確定以上資料確實無誤

國家及地區代碼 ..... 電話號碼 ..... 電郵地址 .....

## B 身份證明文件及財務證明

如閣下未曾於佳士得競投或託售拍賣品，請提供以下文件之副本。個人：政府發出附有相片的身份證明文件（如國民身份證或護照），及（如身份證明文件未有顯示現時住址）現時住址證明，以供公用事業帳單或銀行月結單。公司客戶：公司註冊證書、公司地址證明、被授權競投者附有相片的身份證明文件，由公司董事或法人按公司規定簽署及（若有）蓋有公司章的競投授權書，以及列出所有董事及股東的公司文件。其他業務結構，如信託機構、離岸公司或合夥公司：請與信用部聯絡，以諮詢閣下須提供何種資料，電話為 +852 2978 6870。如閣下登記代表未曾於佳士得競投或託售拍賣品人士競投，請附上閣下本人的身份證明文件，以及閣下所代表競投人士的身份證明文件，連同該人士簽發的授權書。新客戶：過去十二個月內未有在佳士得投得拍賣品，及本次擬出價金額高於過往之客戶，須提供銀行信用證明及／或近期的銀行月結單，亦或須繳付本公司指定的有關保證金作為允許閣下競投的先決條件。如閣下被要求提供保證金，閣下需與我們聯繫以安排付款。閣下的競投申請會在我們收到保證金的全額付款後方可作實。

### 高額拍賣品競投牌登記：

閣下是否需要高額拍賣品競投號碼牌？  是  否

如閣下有意競投 (i) 佳得亞洲二十世紀及當代藝術晚間拍賣之任何拍賣品；或 (ii) 其他類別拍賣低估價為港幣 8,000,000 元或以上的拍賣品，必須預先登記領取高額拍賣品競投號碼牌。對於高額拍賣品拍賣官只會接受持有高額拍賣品競投號碼牌的競投者出價。閣下需繳付保證金以領取高額拍賣品競投號碼牌。保證金一般為 (i) 港幣 1,500,000 元；或 (ii) 閣下擬競投的全部拍賣品低估價總額之 20%；或 (iii) 其他我們不時設定的金額（以較高者為準）。閣下可以佳士得接受之信用卡、電匯、本票或支票繳付保證金。請注意佳士得概不接受第三方或代理人代付之款項。即使閣下已於佳士得其他拍賣登記，閣下仍需為高額拍賣品按高額拍賣品登記程序進行登記。請於拍賣舉行前至少 48 小時辦理登記，以確保有充足時間處理閣下的高額拍賣品登記手續。佳士得保留不時更改高額拍賣品登記程序及要求的權利而不作另行通知。

請提供閣下之競投總額：

港幣 0 - 500,000  港幣 500,001 - 2,000,000  港幣 2,000,001 - 4,000,000  
 港幣 4,000,001 - 8,000,000  港幣 8,000,001 - 20,000,000  港幣 20,000,000 +

## C 拍賣項目登記

### 本人有意競投下列拍賣項目：

<input type="checkbox"/> 14714 佳士得名釀: Octavian Vaults 直遞顯赫私人珍藏	<input type="checkbox"/> 14338 中國近現代畫
<input type="checkbox"/> 14718 佳士得名釀	<input type="checkbox"/> 14716 琥珀珠寶及翡翠首飾
<input type="checkbox"/> 13267 融藝	<input type="checkbox"/> 15710 山嵐靄色 氣韻淋漓
<input type="checkbox"/> 13269 亞洲二十世紀及當代藝術（晚間拍賣）	<input type="checkbox"/> 15657 佳王以珮 - 私人收藏古玉佩飾
<input type="checkbox"/> 13268 亞洲二十世紀藝術（日間拍賣）	<input type="checkbox"/> 14557 典雅傳承：手袋及配飾
<input type="checkbox"/> 14336 中國當代水墨	<input type="checkbox"/> 15658 妙相圓明 - 佛教藝術精品
<input type="checkbox"/> 14715 精緻名錄	<input type="checkbox"/> 14809 雍正粉青釉雙龍尊
<input type="checkbox"/> 14337 中國古代書畫	<input type="checkbox"/> 14612 中國宮廷御製藝術精品 重要中國瓷器及工藝精品

## D 提貨及運送安排

請選擇下列提貨及運送安排：

本人將親自提取已繳付之拍賣品。  
 請按本人之客戶地址 / 以下地址提供貨運報價。

.....

## E 聲明

- 本人已細閱載於目錄內之末的業務規定，買家須知、重要通告及目錄編列方法之說明及不接受第三方付款通告，並同意遵守所有規定。
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- 拍賣官僅接受已於拍賣日前繳付保證金並已完成高額拍賣品預先登記人士之高額拍賣品競投。本人知悉若本人未於拍賣前完成高額拍賣品預先登記，本人將不獲准競投高額拍賣品。
- 若閣下未能成功競投任何拍賣品，對佳士得或佳士得公司集團亦無任何欠款，保證金將以電匯方式或佳士得決定之其他方式退還閣下。請確保閣下已提供有關之銀行資料詳情。
- 如閣下為新客戶並希望透過電郵接收本公司將舉行的拍賣、活動或其他由佳士得集團及其聯營公司提供的服務資料，請於方格內劃上「✓」號。閣下可隨時選擇拒收此訊息。
- 如閣下選擇不以電郵方式收取發票，請於方格內劃上「✓」號。

姓名 ..... 簽署 ..... 日期 .....

佳士得香港有限公司

香港中環遮打道 18 號歷山大廈 22 樓 電話：+852 2760 1766

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13/04/17

## HONG KONG AUCTION CALENDAR

**FINEST & RAREST WINES FROM AN EXCEPTIONAL PRIVATE COLLECTION DIRECT FROM OCTAVIAN VAULTS**  
 Sale number: 14714  
**FRIDAY 26 MAY**  
**5.00 PM**

**FINE AND RARE WINES FEATURING AN OUTSTANDING COLLECTION OF A WINE LOVER & A SINGLE OWNER COLLECTION**  
 Sale number: 14718  
**SATURDAY 27 MAY**  
**10.00 AM**

**CONTEMPORARIES: VOICES FROM EAST AND WEST ASIAN 20TH CENTURY & CONTEMPORARY ART (EVENING SALE)**  
 Sale number: 13267  
**SATURDAY 27 MAY**  
**6.30 PM**  
 Viewing: 26-27 May

**ASIAN CONTEMPORARY ART (DAY SALE)**  
 Sale number: 13269  
**SUNDAY 28 MAY**  
**10.30 AM**  
 Viewing: 26-27 May

**ASIAN 20TH CENTURY ART (DAY SALE)**  
 Sale number: 13268  
**SUNDAY 28 MAY**  
**1.30 PM**  
 Viewing: 26-27 May

**CHINESE CONTEMPORARY INK**  
 Sale number: 14336  
**MONDAY 29 MAY**  
**11.00 AM**  
 Viewing: 26-28 May

**IMPORTANT WATCHES**  
 Sale number: 14715  
**MONDAY 29 MAY**  
**2.00 PM**  
 Viewing: 26-28 May

**FINE CHINESE CLASSICAL PAINTINGS AND CALLIGRAPHY**  
 Sale number: 14337  
**MONDAY 29 MAY**  
**2.30 PM**  
 Viewing: 26-29 May

**FINE CHINESE MODERN PAINTINGS**  
 Sale number: 14338  
**TUESDAY 30 MAY**  
**10.00 AM, 2.00 PM & 4.20 PM**  
 Viewing: 26-29 May

**HONG KONG MAGNIFICENT JEWELS**  
 Sale number: 14716  
**TUESDAY 30 MAY**  
**1.00 PM**  
 Viewing: 26-30 May

**RESPLendent AND GLORIOUS - ANCIENT TEMPLES AMIDST CLOUDS PREVIOUSLY FROM THE MEI YUN TANG COLLECTION**  
 Sale number: 15710  
**TUESDAY 30 MAY**  
**4.15 PM**  
 Viewing: 26-29 May

**ADORNING THE KINGS - A PRIVATE COLLECTION OF ARCHAIC JADE ORNAMENTS**  
 Sale number: 15657  
**WEDNESDAY 31 MAY**  
**10.30 AM**  
 Viewing: 26-30 May

**HANDBAGS & ACCESSORIES**  
 Sale number: 14557  
**WEDNESDAY 31 MAY**  
**11.00 AM**  
 Viewing: 26-30 May

**THE PERFECT COUNTENANCE - FINE BUDDHIST WORKS OF ART**  
 Sale number: 15658  
**WEDNESDAY 31 MAY**  
**11.15 AM**  
 Viewing: 26-30 May

**THE YONGZHENG EMPEROR'S DOUBLE-DRAGON AMPHORA**  
 Sale number: 14809  
**WEDNESDAY 31 MAY**  
**11.45 AM**  
 Viewing: 26-30 May

**THE IMPERIAL SALE**  
 Sale number: 14612  
**WEDNESDAY 31 MAY**  
**11.45 AM**  
 Viewing: 26-30 May

**IMPORTANT CHINESE CERAMICS AND WORKS OF ART**  
 Sale number: 14612  
**WEDNESDAY 31 MAY**  
**2.30 PM**  
 Viewing: 26-30 May



# CHRISTIE'S 佳士得

22ND FLOOR ALEXANDRA HOUSE 18 CHATER ROAD CENTRAL HONG KONG  
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