

Client's auction participation shall be determined by AUCTION SALE TERMS AND CONDITIONS, PROOF OF AUTHENTICITY TERMS and these CLIENT GUIDELINES We encourage to read the terms and conditions consisting of three parts, which aim at providing a legal relationship overview, as part of the auction, between DESA Unicum Auction House and a buyer. DESA Unicum shall act as a commodity broker between consignors auctioning lots and buyers. The terms and conditions may be modified or revoked by DESA Unicum on the basis of annexes available at the auction hall or on the basis of auctioneer's notice.

## CLIENT GUIDELINES

### I. PRIOR TO THE AUCTION

#### 1. Starting price

Starting price is a price from which the auctioneer starts the bidding. Starting price is usually between a half and three quarters of the lower estimate threshold. The starting price may be provided in the catalogue.

#### 2. Auction fee

The hammer price shall be increased by a buyer's premium. The premium constitutes the final lot price and amounts to 18%. In the event where a lot has not been sold as part of the auction, the buyer's premium shall also apply in the post-auction sale. The hammer price plus the buyer's premium includes the value added tax VAT. The Auction House shall issue margin VAT invoices for the auctioned lot. The margin VAT invoices shall be issued at the client's request, and no later than seven days from the payment date.

#### 3. Estimate

The estimate provided in the catalogue constitutes an estimated lot value and should be regarded as an indication for the prospective client. For additional information regarding an estimate, we recommend contacting our advisors. Bidding that ends within the estimate range or above the upper estimate threshold constitutes a final transaction. Estimates shall not consider the buyer's premium or any other additional fees.

#### 4. Estimates in currencies other than PLN.

Auction transactions shall be concluded in PLN, however, estimates in the auction catalogue may be provided in EUR or USD. The currency exchange rate on the day of the auction may differ from the catalogue printing date currency exchange, therefore the information shall only be regarded as indicative.

#### 5. Guaranteed price

Constitutes the lower amount for which a lot may be sold without an additional consignor consent. It is equal or lower than the lower estimate threshold. Each lot may or may not have a guaranteed price. If during the bidding phase the guaranteed price is not reached, the auction end shall be announced by the auctioneer stating 'pass'. This means that the transaction has not been concluded. The fact shall be announced without the gavel strike. Alternatively, if the transaction does not reach the guaranteed price, the auction may announce a conditional transaction conclusion. The fact shall be announced after the gavel strike.

#### 6. Pass

'Pass' shall be announced by the auctioneer the moment the bidding of a specific lot fails to reach the guaranteed price level and the transaction, as part of the auction, is not concluded. Clients interested in such a lot may place their purchase offer after the auction is concluded. The Auction House reserves the right to accept more than one post-auction offer. The purchase priority right is given to the Client who placed an offer in the amount of the guaranteed price. The Auction House also reserves the right not to offer lots as part of the post-auction sale.

#### 7. Conditional transaction

The possibility of concluding conditional transaction, as part of the auction, must be notified by the auctioneer prior to auction commencement. This type of transaction shall be considered as concluded the moment the auction fails to reach the guaranteed price level and the auctioneer announced the fact by striking the gavel.

A conditional transaction shall be considered as a binding lot purchase offer sold at the hammer price. We undertake to negotiate the price with a consignor, however, we do not guarantee the purchase at the highest bid. The agreement shall be regarded as concluded, provided that during the negotiations the client decides to raise the offer to the guaranteed price or the highest bid has been accepted. A lot shall be considered as unsold if the negotiations fail to reach positive effects within five business days from the date of the auction. During this period, we reserve the right to accept after the auction offers for conditionally sold lots which are equal to the guaranteed price. Upon receiving such offer from a different bidder, the client who conditionally purchased a lot shall be informed of such a fact. In this case, the client has the right to raise their offer to the guaranteed price, thus shall be entitled to a priority purchase of a lot. Otherwise the conditional transaction shall not be effective and the lot may be sold to another bidder.

#### 8. Catalogue items

We ensure professional valuation and a reliable catalogue description of the entrusted for sale lot. Those are prepared in the utmost good faith and based on experience as well as professional knowledge of our employees and the cooperating experts. In spite of attention to each of the lots during the process of preparation, documentation of origin, history of exhibitions and bibliography, the provided information may not be sufficient, and in some cases, certain facts related to subsequent owners, exhibitions and publications, as part of which a lot had been presented, may be intentionally undisclosed.

#### 9. Item condition

Catalogue descriptions do not present the full lot condition. Absence of such

information does not mean the lot is free of defects and damage. Therefore, it is recommended that the prospective buyers of a specific lot perform a thorough inspection at the pre-auction exhibition as well as consult a professional conservator to be recommended at an explicit request. At client's request, we may provide a detailed report on the lot condition. During the preparation of such a report, our employees assess the condition of the lot while considering the estimated value or the auction nature as part of which it is being auctioned. In spite of the fact that assessment of lots is carried out in a proper manner, it needs reminding that our employees are not professional conservators. If a lot is sold with a frame, we shall not be liable for condition thereof. In case of unframed lots, we will be pleased to recommend a professional framing workshop.

#### 10. Auction lots exhibition

Pre-auction exhibitions are available to the viewers free of charge. During the exhibitions, we encourage contacting our experts who will be pleased to address any concerns and shall provide detailed lot information.

#### 11. Legend

The below legend explains symbols used in this catalogue:

□ - items without a guaranteed price

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- lots which are increased by a fee arising from the so-called droit de suite, i.e. the right of an artist and their heirs to receive a remuneration for professionally resold original artwork. The above fee is calculated in accordance with the below rates:

1) 5% of the hammer price, provided that part falls within the range up to EUR 50,000 (for instance, EUR 2,000 hammer price shall be increased by a EUR 100 fee) and

2) 3% of the hammer price, provided that part falls within the range from EUR 50,000.01 to EUR 200,000 (for instance, EUR 80,000 hammer price shall be increased by a EUR 3,400 fee) and

3) 1% of the hammer price, provided that part falls within the range up to EUR 200,000.01 to EUR 350,000 (for instance, EUR 300,000 hammer price shall be increased by an EUR 8,000 fee) and

4) 0.5% of the hammer price, provided that part falls within the range up to EUR 350,000.01 to EUR 500,000 (for instance, EUR 400,000 hammer price shall be increased by an EUR 8,750 fee) and

5) 0.25% of the hammer price, provided that part falls within the range exceeding EUR 500,000 - however in the amount not exceeding EUR 12,500.

Droit de suite in Poland is governed by art. 19-195 of the act on copyrights and related rights dated 4 February 1994 as amended, in accordance with the applicable European Union directive 2001/84/EC of the European Parliament and of the Council of 27 September 2001 on the resale right for the benefit of the author of an original work of art. The fee shall be calculated based on the daily National Bank of Poland currency exchange rate preceding the auction day. The fee shall be calculated the moment the bidding price exceeds EUR 100.

● - lots imported from outside the European Union territory whose price is increased by custom tax in the amount of 8% of the hammer price

○ - lots produced in whole or partially featuring elements produced from plants or animals determined as protected or endangered

◇ - lots covered by an export license

#### 12. Catalogue subscription

Regarding catalogue subscription, please contact us at: 22 163 66 00 or via e-mail: [prenumerata@desa.pl](mailto:prenumerata@desa.pl). The catalogues are also available on our website [www.desa.pl](http://www.desa.pl). We encourage to download our free PDF catalogues.

### II. AUCTION

Auction participation may be in person, via telephone after submitting a telephone bidding request or requesting bidding with a limit.

#### 1. Course of auction

The auction is presided by an auctioneer who describes lots and announces subsequent increments, indicates bidders, announces auction end or indicates the winner. The end bidding is signalled by the auctioneer striking the gavel. It is equivalent to entering into a sales agreement between the auction house and the bidder who offered the highest amount. In case of a dispute during bidding, the auctioneer settles the dispute or proceeds to lot bidding once more. We reserve the right to record the auction course using audio and video recording devices. We reserve the right to auction off only lots previously submitted by the participants. In such case, the lot numbers should be submitted to the auction house staff prior to the auction. The auctioneer is entitled to divide or combine lots, at his/her own discretion, or to withdraw lots from auction without providing a reason. Descriptions included in the auction catalogue may be completed or modified by the auctioneer or a person designated by him/her prior to bidding commencement. The auction shall be presided in Polish, albeit at a participant's request, some of the auctions may be simultaneously presided in English and German. Such requests should be submitted no later than an hour prior to the auction and include the information on the lot to which they refer. The auction shall be progressed 60-100 lots an hour.

## 2. Bidding in person

Bidding in person is available through completing a form and collecting a paddle. New clients should register at least 24 hours prior to auction commencement in order to allow data processing. Identity verification may include requesting a personal identification document (identification card, passport, driver's license). Client personal data shall be regarded as confidential information and remain available exclusively to DESA Unicum as well as affiliated companies, which may process auction participants' personal data within the scope necessary for the auction orders performance. Clients with outstanding receivables arising from purchasing at previous auctions may be denied participation. Please look after the bidding paddle. In case the paddle is lost, please inform the staff immediately. Upon auction conclusion, the paddle must be returned at the registration desk, and in case of purchased lot, the confirmation of concluded transactions requires collecting.

## 3. Telephone bidding

If you are not able to participate in the auction in person, it is possible to bid via phone through one of our employees. Clients interested in this type of service should submit a completed form no later than 24 hours prior to auction commencement. We shall not be responsible for the execution of orders submitted with a delay. The order form is available at the back of the catalogue, at our auction house as well as our website. The form should be sent by fax, regular mail, e-mail or submitted in person. For the purposes of identity verification, please ensure the form is accompanied by a photocopy of a personal identity document. Our employee shall reach out to the client prior to auctioning specific lots. The auction house shall not be liable for the failure to participate in telephone bidding caused by issues with establishing a call based on the provided by the client number. Therefore, we recommend to determine a maximum amount (without buyer's premium) up to which the bidding on your behalf shall be performed. We reserve the right to record and archive telephone calls mentioned above. The described service is free of charge and confidential.

## 4. Bidding on the client's behalf

Another possibility for clients who are not able to participate in the auction in person is placing an order for bidding with limit. Clients interested in this type of service also should submit a completed form no later than 24 hours prior to auction commencement. The same form applies as in the case of telephone bidding. The amounts included in the form should not consider the buyer's premium or additional fees, should be expressed in PLN and compliant with the increment table as defined below. If the provided amount is not compliant with the increment table amounts, it shall be decreased. Our employees shall endeavour so the client purchases the selected lot possibly at the lowest price, but not lower than the guaranteed price. In case the lot has not been sold during the auction and if the limit is lower than the guaranteed price, the limit shall be considered as a post-auction offer. Alternatively, a conditional transaction may be concluded. In case of two or more offers with the same limit, the orders offer is considered. The described service is free of charge and confidential.

## 5. Increment table

The bidding starts with the reserve. The Auctioneer presides the auction based on the increment table. The auctioneer at his/her own discretion may decide on other increment amounts depending on the course of the auction.

price	increment
0 - 2,000	100
2,000 - 3,000	200
3,000 - 5,000	200/500/800 (e.g. 3,200; 3,500; 3,800)
5,000 - 10,000	500
10,000 - 20,000	1,000
20,000 - 30,000	2,000
30,000 - 50,000	2,000/5,000/8,000 (e.g. 32,000; 35,000; 38,000)
50,000 - 100,000	5,000
100,000 - 300,000	10,000
300,000 - 500,000	20,000
above 500,000	at auctioneer's discretion

## III. AFTER THE AUCTION

### 1. Payment

The buyer shall be obliged to make a payment for the auctioned lots within 10 days of the auction date. Exceeding the deadline shall be subject to calculating statutory interest for the payment delay. We accept payments by cash, credit card (MasterCard, VISA) and transfer to the account: mBANK SA. 27 1140 2062 0000 2380 1100 1002, Swift: BREXPL- PWWA3. The transfer title should state the auction name, auction date and the lot number.

### 2. Payments in other currencies than PLN

All transactions are concluded in PLN. Upon prior arrangement, and at request, we accept EUR, USD or GBP payments. The transaction value paid in other currencies than PLN shall be increased by a 1% handling fee. The calculation is performed based on the daily currency purchase rate of mBank S.A.

### 3. Agreement rescission

In the event of buyer's delay in payment, the agreement may be rescinded after the ineffective additional deadline.

### 4. Complaints

Any complaints shall be considered in accordance with Polish law. Complaints regarding the inconsistency of the consumer goods with the contract may be submitted within a year of lot handover. The auction house shall not be liable for any physical or legal defects of the purchased lots against persons that have not been direct buyers.

### 5. Collecting the purchased item

Collecting purchased lots requires providing a personal identification document. Lots may be issued to the buyer or a person presenting a written authorization. This may only be performed after a full payment and settling all liabilities arising from previous auctions. The purchased auction lots should be collected within 30 days of the auction. Otherwise they may be forwarded to an external warehouse and the client shall be charged with the forwarding and storage costs. The fee amounts shall depend on the warehouse operator and the type as well as dimensions of the lot. At the same time, we shall only bear the lot loss or damage liability for 30 days from the auction.

### 6. Transport and consignment

We ensure basic packaging of the purchased lots that allows collecting in person. At the client's explicit request, we may facilitate contacting a professional artwork packaging and forwarding company.

### 7. Export license

Prior to auction participation, prospective buyers should learn whether exporting lot outside Poland involves additional license. We would like to remind that this is regulated by the act of 23 July 2003 on the protection and care of monuments (Journal of Laws, no. 162, lot 1568, as amended) according to which exporting certain lots outside domestic borders requires the consent of proper authorities; in particular, this applies to paintings older than 50 years and valued over PLN 40,000. The buyer shall be obliged to observe the provisions within the scope, and neither the failure to arrange proper documents or delay in arranging thereof shall not be a justification for withdrawal from the sale nor delay in making a full payment for the purchased lot. At client's explicit request, we may facilitate contacting a professional company dealing with formal matters related to exporting artwork.

### 8. Endangered species

Lots made from plant or animal materials, or including thereof, inter alia, coral, crocodile skin, ivory, whale bone, rhinoceros horn, tortoise shell, regardless of age, percentage of content, may require additional licenses or certificates prior to export. Please bear in mind that obtaining documents allowing export is not equivalent to importing goods into a different country. The buyer shall be obliged to observe the provisions within the scope, and neither the failure to arrange proper documents or delay in arranging thereof shall not be a justification for withdrawal from the sale nor delay in making a full payment for the purchased lot. For your convenience, this type of objects have been designated by a symbol " " described in the legend. We shall not bear any liability for errors or failures related to designating objects that include elements produced from protected or regulated by law plant and animal species.

The provided below AUCTION SALE TERMS AND CONDITIONS and PROOF OF AUTHENTICITY TERMS determine the rights and obligations of bidders and buyers as well as the rights and obligations of DESA Unicum Auction House and the consignors. Prior to auction participation, all prospective auction buyers should carefully read the AUCTION SALE TERMS AND CONDITIONS and PROOF OF AUTHENTICITY TERMS.

# AUCTION SALE TERMS AND CONDITIONS

## 1. INTRODUCTION

Each lot presented in the auction catalogue is designated for sale based on the terms included:

- a) in AUCTION SALE TERMS AND CONDITIONS and PROOF OF AUTHENTICITY TERMS,
- b) other information provided in the remaining parts of the auction catalogue, in particular the CLIENT GUIDELINES,
- c) in auction catalogue addenda or other materials made available by DESA Unicum at the auction hall. Any amendments to terms and conditions may be performed through a proper annex or an announcement provided by the auctioneer prior to auction commencement. Through auction bidding, whether in person, through a representative or based on a previously submitted telephone or limit bidding, the bidder and buyer consent to the meaning of these AUCTION SALE TERMS AND CONDITIONS as amended and supplemented as well as DESA UNICUM TERMS AND CONDITIONS

## 2. DESA UNICUM AS A COMMODITY BROKER

### 2. DESA UNICUM AS A COMMODITY BROKER

DESA Unicum appears as an indirect representative acting on in its own name but on behalf of a consignor entitled to dispose the lot, unless stated otherwise in the catalogue, amendments thereof or announcements provided prior to the auction.

## 3. BIDDING

- 1) DESA Unicum, at its own discretion, may reject the auction or post-auction sale participation of certain persons. Prior to the auction, all bidders must register, submit the information required by the registration form, present a personal identification document and collect a paddle with the bidder number.
- 2) For convenience of bidders who are not able to participate in person, DESA Unicum may execute a written bidding order. In such case, the absent bidders should complete the "bidding order" form available in the catalogue, on the DESA Unicum website or collect it at DESA Unicum premises. The amounts included by the bidder in the form should not consider the buyer's premium or additional fees, should be expressed in PLN and compliant with the increment table. If the provided amount is not compliant with the increment table amounts, it shall be decreased. The Auctioneer shall not accept a bidding order which does not include a maximum amount up to which the order should be executed by DESA Unicum. DESA Unicum shall endeavour so the client purchases the selected lot possibly at the lowest price, but not lower than the guaranteed price. If the limit provided by the bidder is lower than the guaranteed price, and constitutes at the same time the highest bid, a conditional transaction shall be concluded. In case of two or more offers with the same limit, the orders offer is considered. All bidding orders accompanied by a personal identification photocopy, allowing to verify personal data, should be submitted (by regular mail, fax or e-mail) or delivered in person to DESA Unicum premises at least 24 hours prior to auction commencement. Orders submitted later may not be executed.
- 3) Persons interested in telephone bidding should complete the "bidding order" form available in the catalogue, on the DESA Unicum website or at DESA Unicum premises. All bidding orders should be submitted (by regular mail, fax or e-mail) or delivered in person to DESA Unicum premises at least 24 hours prior to auction commencement. For the purposes of identity verification, it is also required to submit a photocopy of a personal identity document. Orders submitted later may not be executed. Telephone bidding may be recorded, and the order submission is equivalent to expressing consent to recording the telephone call. In case of any issues with establishing a call, the bidder may determine an order limit up to which the auction house employee shall bid, regardless whether the telephone call has been established or not. In case of a lacking limit, the auction house employee shall deem the client at least offers the reserve.
- 4) During bidding, in person, by telephone or through DESA Unicum employee as a representative, the bidder undertakes a personal liability for settling the payment for purchased lots, which has been described in detail in paragraph 3, point 5 below, unless, prior to the auction, it has been explicitly agreed in writing with DESA Unicum that the bidder is a representative of an identified third party accepted by DESA Unicum.
- 5) The bidding service, based on the bidding order, shall not be subject to any fees. DESA Unicum undertakes to exercise due diligence during the execution of orders, however, it shall not bear any liability for failures within execution of such offers, unless the fault arising from order execution failure is attributable only to DESA Unicum.

## 4. COURSE OF AUCTION

- 1) Unless specified otherwise by a symbol, all presented lots shall be subject to a guaranteed price, which constitutes a confidential minimum sale price agreed between DESA Unicum and the consignor. The guaranteed price may not exceed the lower estimate threshold.
- 2) In case of an error or a dispute related to the bidding results, the auctioneer may, at any time during the auction, withdraw any lot, present the lot for sale once more (also directly after striking the gavel). In such case, the auctioneer may undertake any actions considered appropriate and reasonable. If any dispute related to the bidding results arises after the auction, the sale result, as part of the auction, shall be

considered as final.

- 3) The person commencing the auction and deciding on the increment amount shall be the auctioneer. In order to reach the guaranteed lot price, the auctioneer and DESA Unicum employees, during the course of auction, may bid on behalf of the consignor, without indicating the bidding is done in their name or by submitting subsequent bidding offers, or offers as an answer to offers submitted by other bidders. If a certain lot is lacking offers or the offers are too low, the auction may consider the lot as unsold, which shall be signalled by the "pass" term.
- 4) The auction prices shall be presented in PLN and this should be the currency of any payments. In response to foreign client needs, the auction catalogue estimates may also be presented in EUR, GBP and USD to reflect the price as close as possible based on the current currency rate. Accordingly, the estimates provided in EUR, GBP and USD are only of an indicative nature.
- 5) The bidder who offers the highest amount accepted by the auctioneer shall be deemed as the auction winner. The gavel strike performed by the auctioneer shall be equivalent to accepting the highest bid and concluding a sale agreement between DESA Unicum and the buyer. The risks and liability for the lot that becomes the buyer's property have been described in paragraph 6 below.
- 6) Each post-auction sale of lots presented at the auction shall also be subject to the AUCTION SALE TERMS AND CONDITIONS and PROOF OF AUTHENTICITY TERMS.

## 5. PURCHASE PRICE AND AUCTION FEE

- 1) The winning bid is increased by a buyer's premium as well as additional fees arising from lot catalogue designation. The fee constitutes the final lot price and amounts to 18%. The buyer's premium is also applicable during the post-auction sale.
- 2) The winning bid may also be increased by other taxes and fees, provided it has been explicitly determined in the catalogue by special designations (see paragraph 1, point 10 of the "Client guidelines": "Legend").
- 3) Unless agreed otherwise, the buyer shall be obliged to make a payment within 10 days of the auction date, regardless of receiving and export license or other licences. The payments are accepted in PLN by cash, credit card or bank transfer:
  - a) DESA Unicum accepts MasterCard, VISA credit card payments.
  - b) DESA Unicum accepts payments by bank transfer to the mBank S.A. account no. 27 1140 2062 0000 2380 1100 1002, Swift: BREXPLPWWA3. The transfer title should state the auction name, auction date and lot number.
- 4) The buyer shall not take ownership until DESA Unicum receives a full amount for the purchased lot, including the buyer's premium. DESA Unicum shall not be obliged to perform a lot handover until transferring the ownership to the buyer. Earlier handover of the lot to the buyer shall not be equivalent to transferring lot property rights to the buyer or the exemption from the obligation of making a full purchase payment.

## 6. COLLECTING THE PURCHASED LOT

- 1) Collecting the purchased lots shall only be possible after making a full purchase payment and settling other liabilities against DESA Unicum as well as affiliated companies. Upon fulfilling all the requirements, the buyer should contact their DESA Unicum customer advisor or the Customer Service at 22 163 66 00 to arrange collecting the lot.
- 2) The buyer should collect the purchased lot within 30 days of the auction date. After that period, DESA Unicum forwards all auctioned lots to an external warehouse, and the buyer shall be charged with the forwarding and storage costs. The fee amounts shall depend on the warehouse operator and the type as well as dimensions of the lot. Accepting these terms and conditions shall be equivalent to accepting the terms and conditions of the company dealing with the storage. After 30 days from the auction date, the buyer shall assume the risk of loss and damage to the uncollected lot as well as any other burdens related to such lot, including the insurance costs. DESA Unicum shall be liable against the buyer for lot loss or damage, however, only up to the amount of the lot purchase price.
- 3) For the buyer's convenience, DESA Unicum ensure a free of charge basic lot packaging that allows collecting the lot in person. At a client's explicit request, DESA Unicum may facilitate contacting a professional company dealing with artwork packaging and forwarding. Each request of this type shall be performed under the sole responsibility of the client. DESA Unicum shall not be liable for improper services performance of forwarding companies or other third parties. If the client chooses a transport company, their representative should contact DESA Unicum by phone at least 24 hours prior to the planned lot collection at: 22 163 66 20.
- 4) Prior to lot collection, DESA Unicum shall require the buyer or their representative to present a personal identification card, albeit the representative should additionally present the buyer's written authorization.

## 7. MISSING PAYMENT

Without prejudice to other rights of the selling party, in the event that the buyer fails to make a payment of the full lot price within 10 days of the auction, DESA Unicum may invoke one or more of the below listed legal measures:

- a) store the lot on DESA Unicum premises or in other place at the risk and expense

of the client;

- b) rescind the lot sale while holding the already made fee payments to cover any loss or damage;
- c) reject the buyer's order in the future or execute such order on condition a deposit has been made;
- d) calculate annual statutory interest in the amount of 10% from the day of payment due data until the date of receiving a full purchase payment;
- e) resale the lot at an auction or in private considering the estimates and the minimum price determined by DESA Unicum. If during a second auction, the lot is sold for a price lower than the purchase price reached at the first auction, the buyer in default shall be obliged to cover the difference along with the costs of conducting the additional auction;
- f) initiate a judicial proceeding against the buyer in order to settle the claims;
- g) deduct the purchaser's receivables against Desa Unicum from liabilities of the purchaser arising from other transactions;
- h) undertake any action adequate to the existing circumstances.

## 8. CLIENT'S PERSONAL DATA

In relation to the provided services and legal requirements connected to conducting an auction, DESA Unicum may require the clients to provide personal data, or in some cases, (for instance, in order to verify the solvency, confirm the client's identity or to avoid fraud) collect the client data from third parties. DESA Unicum may also use the personal data provided by the client to perform marketing activities, provide materials on products, services or events organized by DESA Unicum and the affiliated companies. By agreeing to the AUCTION SALE TERMS AND CONDITIONS and providing personal data, the clients express their consent regarding the fact that DESA Unicum and affiliated companies may use such data for the above-mentioned purposes. If the client wishes to receive more information on the privacy policy, correct their data or resign from receiving marketing correspondence, please contact us at 22 163 00.

## 9. LIABILITY LIMITATION

- 1) DESA Unicum expressly disclaims all warranties other than the PROOF OF AUTHENTICITY TERMS to the fullest extent allowed by law. Subject to paragraph 9, point 5 the entire DESA Unicum liability shall be limited to the purchase price paid by the buyer.
- 2) DESA Unicum shall not be liable for any speech or writing errors in relation to information provided to the clients and shall not bear the liability against any of the bidders for errors during the presided auction or made with regard to other scope related to the lot sale.
- 3) Subject to paragraph 9, point 5 DESA Unicum shall not bear liability against the buyer for loss exceeding the purchase price mentioned in paragraph 9, point 1 above, regardless whether the damage is considered as direct, indirect, special, random or consequential. DESA Unicum shall not be obliged to settle the purchase price interest

# PROOF OF AUTHENTICITY TERMS

The lot authenticity should be interpreted as proper provision of the lot author and date. DESA Unicum guarantees the authenticity of lots presented in this catalogue up to 5 years from the date the lot has been sold by DESA Unicum, considering the below reservations:

- 1) Desa UNICUM guarantees the authenticity of a lot only to the direct buyer of the lot (consumer). The above guarantee shall not cover:
  - a) subsequent lot owners, including persons who bought the lot from the direct buyer, inherited thereof or it has been donated;
  - b) lot which is a part of an authorship dispute;
  - c) lot whose authorship is only implied, which has been designated in the catalogue as well as in the certificate by the following information: missing birth and death dates after the artist's name and surname, artist's surname preceded only by a name initial, question mark in parenthesis or without parenthesis ("?" or "(?)") after the artist's surname, before or after the artist's name and surname terms: "attributed" or the abbreviation "Attrib";
  - d) lot created in narrowly or broadly understood specific artist's style influence circle, which has been designated in the catalogue as well as in the certificate by using, before or after the artist's name and surname, one of the following terms: "circle", "school" or "mimic";
  - e) lot whose authorship has been determined through an unequivocal opinion of specialists, scholars and other experts;
  - f) lot whose creation date provided in the catalogue differs from the actual date by less than 15 years;
  - g) lots whose dating involves a proper determination of century, however, improper determination of parts thereof (half of quarter);
  - h) lots dated XX century, XIX century and older whose actually ascertained date differs from the one provided in the catalogue "for the benefit" of the lot, i.e. the lot proved to be older than described;
  - i) lot whose description and dating have been recognized as imprecise using scientific methods or tests, which had not been generally accepted before issuing of this catalogue or had been considered as excessively costly or infeasible at that time, or would in all likelihood have caused damage to the object or loss of value thereof. DESA Unicum stipulates that the supplementary description (origin, exhibition history, literature) has been prepared in good faith and the errors within the scope may not

rates.

- 4) None of the provisions of these AUCTION SALE TERMS AND CONDITIONS preclude or limit DESA Unicum liability against the buyer that arises from any type of fraud, conscious misleading or wilful act.

## 10. COPYRIGHTS

- 1) As part of the lot sale, the selling party shall not transfer the lot copyrights or reproducing rights.
- 2) Copyrights to all photographs, figures and wording related to the lot, prepared by or for DESA Unicum, including the content of this catalogue, constitute the property of DESA Unicum. They shall not be used by the buyer or any other person without the written consent of DESA Unicum.

## 11. GENERAL PROVISIONS

- 1) These AUCTION SALE TERMS AND CONDITIONS along with amendments and supplements mentioned in paragraph 1 above as well as the PROOF OF AUTHENTICITY TERMS constitute the entire agreement between the parties in relation to the lot sale.
- 2) Any notices should be submitted in writing to the address of DESA Unicum. Notices to clients shall be sent to the address provided in the most recent letter to DESA Unicum.
- 3) In case any of the AUCTION SALE TERMS AND CONDITIONS are invalid, ineffective or inapplicable, the remaining provisions shall be in force. No action or delay in executing the rights arising from the AUCTION SALE TERMS AND CONDITIONS shall neither be equivalent to waiving rights or exempting the obligations nor repealing all or part of the provisions of the AUCTION SALE TERMS AND CONDITIONS.

## 12. GOVERNING LAW

The rights and obligations of parties arising from these AUCTION SALE TERMS AND CONDITIONS as well as PROOF OF AUTHENTICITY TERMS, course of auction and any matters related to the above provisions shall be subject to Polish law. In particular, DESA Unicum draws attention to the following provisions:

- 1) act of 23 July 2003 on the protection and care of monuments (Journal of Laws, no. 162, lot 1568, as amended) - exporting certain lots outside domestic borders requires the consent of proper authorities,
- 2) act of 21 November 1996 on museums (Journal of Laws of 1997, no. 5, lot 24 as amended) - registered museums have the monument pre-emption right directly after the auction, for the final auction price increased by the buyer's premium,
- 3) act of 16 November 2000 in regards to countermeasures taken while advancing financial turnover equity assets originating from illegal or undisclosed origins and countermeasures taken in regards to terrorism financing (Journal of Laws of 2000, no. 116, lot 1216 as amended) - the Auction House is obliged to collect personal data of buyers engaging in transaction exceeding EUR 15,000.

constitute the basis for complaints. DESA Unicum also reserves a 5% error margin in case of providing lot dimensions.