

TERMS AND CONDITIONS OF AUCTION

1. Instructions:

- a.) Auction House: Ágens Reklám és Kereskedelmi Kft (Ágens Advertising and Trading Ltd.) (73 Fő Street, Budapest 1027) as the legal entity dealing in the organisation of the auction.
- b.) Vendor: the person who puts the object in his possession at the Auction House's disposal under a contract according to the Terms and Conditions of Auction.
- c.) Bidder: the person who gives a purchase offer in person through the use of a registered bidding paddle or through a purchase order given to the Auctions House (absentee bidder).
- d.) Buyer: the bidder with whom the sale is concluded.

2. Conditions of Sale:

2.1. The Auction House publishes a digital catalogue of the lots. Items can be inspected at an exhibition before the auction. Descriptions and illustrations in the catalogue are only for identification, to allow buyers to satisfy themselves prior to the sale as to the condition of each lot; buyers should rely on their own judgement whether the lot accords with its description in the catalogue. The Auction House reserves the right to withdraw any lots in the catalogue.

2.2. Bidding is only possible through the use of a bidding paddle and this is registered in the name and address of the bidder. By taking over the bidding paddle bidders accept the terms and conditions of auction as binding.

2.3. The auctioneer provides a short description of the lots in the sequence of the catalogue, announces the reserve price and the buyers indicate their wish to bid by raising their numbered bidding paddles. If there are offers above the reserve price, the auctioneer announces the lot according to the bidding list for a higher price until only one bidder is left; the sale is completed by the auctioneer's knocking down the lot.

2.4. The first bid means a bid being equal to the reserve price; every further bid is one with a price the amount of which is increased according to the following chart:

Last bid (HUF):	step in value (HUF):		
between 2.000,- and	5.000,-	200,-	
between 5.000,- and	10.000,-	500,-	
between 10.000,- and	20.000,-	1.000,-	
between 20.000,- and	50.000,-	2.000,-	
between 50.000,- and	100.000,-	5.000,-	
between 100.000,- and	200.000,-	10.000,-	
between 200.000,- and	500.000,-	20.000,-	etc.

2.5. In the case that the identity of the buyer cannot be established for any reason, or is doubtful, then the article must be returned to auction. The items auctioned may not be bought under the reserve price.

2.6. The article knocked down may not be returned by the buyer or taken back by the Auction House and may not be re-auctioned. At the end of the auction, buyers can ask for the re-auction of unsold items.

3. Accomplishment of Sale:

3.1. The sale is accomplished between the highest bidder and the Auction House by knocking down the lot. When transfer of ownership rights concerns protected cultural objects, the Hungarian State has a right of pre-emption according to the Act LXIV. 51 § (4) of 2001.

The buyer may only enter into possession of the item when the full purchase price has been paid and the item has been taken over from the Auction House.

4. Paying the Purchase Price:

4.1. The purchase price is that of the hammer price, plus the buyer's premium, plus the creator's royalty plus the cultural contribution.

4.2. At the choice of the buyer, either the full purchase price or at least 20% of the hammer price as deposit will be paid in HUF in cash or by bankcard at the auction location. In this case the buyer is obliged to pay the residual amount within three working days of the day of the auction. In the fulfillment of this obligation, the deposit counts as part of the purchase price.

If the buyer fails to fulfil his payment obligation before the above deadline has passed, the Auction House reserves the right to consider the bid of the purchaser null and void. In this case return of the deposit is not due back to the buyer.

4.3. In the case of paintings sold for under HUF 100,000, the buyer is obliged to 15% of the hammer price; in the case of paintings sold for over HUF 100,000 the buyer's premium is 10%.

5. Handing over the Lot:

5.1. The buyer at the site of the Auctions House may collect the bought item once the total price (including premium, royalty etc) is fully paid.

5.2. The buyer shall transport the item purchased at his own risk and cost immediately after the purchase price has been paid. Failure to do so will release the Auction House who will not be liable for any loss or damage, and after the third day from the auction the Auction House will charge a 5% storage fee. If the buyer, in spite of warnings after the auction, fails to remove the item within 6 months from the auction, the Auction House will be free to sell the item (by private sale as well), deduct its cost and expenses and keep the residual amount to and for the benefit of the buyer as deposit until the end of the term of limitation.

6. Lots designated as PROTECTED

6.1. Lots designated as "protected items" (VÉDETT) may not be taken outside of Hungary (Act LXIV 59 § (1) (b) of 2001) Any changes in the details - figuring

in the declaration of protection - related to the objects under PROTECTION (the name, the address of the owner, the place where the object is kept) must be reported by the owner to the Directorate of Cultural Heritage (hereinafter: the Directorate) immediately or at the latest within eight days. The ownership of the "protected item" can be transferred only in a written contract; the sequestration of such object as well as any other circumstances concerning the ownership (pawn, testamentary contract etc.) has to be reported to the Directorate. The owner (proprietor) of the protected item is obliged to maintain and preserve it, guarantee a proper treatment of it. (Act LXIV 51-52 § of 2001)

7. Absentee Bidders' Participation in Auctions

7.1. If a bidder does not wish to participate in the auction personally, the Auction House will bid for the absentee bidder in accordance with a purchase assignment issued by the bidder. The absentee bidder is obliged to hand over 30% of the amount stipulated in the purchase assignment as an advance to the Auction House. If the assignment is successful, the whole advance money is considered as down payment. Otherwise (date of payment, handing over the lot etc.) the same rules apply as those used for the buyer who is present at the auction. If a third party issues a purchase assignment of a higher amount for the same article or bidders offered a higher bid, or an auction price is offered identical with the limit of the absentee bidder, the advance money shall be returned to the absentee bidder after the auction without any deduction. The Auction House also provides the possibility of submitting bids by telephone, in accordance with the above regulations.

Entering for bidding by telephone is only possible until 2 p.m. at latest on the day of the auction.

8. Restrictions

8.1. The purchase price is based on the buyers bidding, so the Auction House does not bear the responsibility of the purchase price of the lot, and it is not compulsory to auction the lot at the same price later.

8.2. All lots are sold with all faults and imperfections they have at the time of the sale without any warranty.

8.3. No complaint or objection will be accepted after the lot has been

knocked down unless the item is not genuine despite being so marked on the list. In such case the buyer may contest the sale in writing within three months of his/her initial doubts to the provenance or the genuineness of the item, but not later than five years from the date of the auction. The Auctions House undertakes to re-purchase the item from the buyer for a price including the hammer price and the buyer's premium - within five years from the day of the auction - if an independent expert establishes that the item is not genuine.

9. Forbidden behaviour

9.1. Any behaviour is forbidden which is aimed at the manipulation of the auction, bidding or the hammer price, or tries to circumvent the conditions of sale. The auctioneer shall rule out the bidder who behaves in a forbidden way.

10. Protection of Personal Particulars

10.1. The Auction House is entitled to use the personal particulars (name and address) only for marketing (information materials, invitations etc.) except if the buyer expressly forbids it after the auction. The Auction House as data handler does not convey the personal particulars to a third person, and must not make them public. After three years counted from the data survey the Auction House shall strike off the details. Supplying of data is voluntary and is not stipulated in law.

11. Other Regulations

11. For any questions not stipulated in the present Conditions of Sale, the Civil Code of the Republic of Hungary pertains. In the case of legal dispute the parties stipulate the exclusive jurisdiction - depending on value - of the Capital Court (Fővárosi Bíróság) or the Pest Central District Court (Pesti Központi Kerületi Bíróság). The Hungarian version of the Conditions of Auction is normative.

For the attention of foreign buyers:

The export of cultural goods is governed by Act LXIV 2001. Cultural goods may only be finally exported in the possession of a licence issued by the Directorate of Cultural Heritage.

Information: Ágens Advertising and Trading Ltd..