

拍卖规则

第一章 总则

第一条 规则制定

本公司业务规则根据《中华人民共和国拍卖法》及其它相关法律、法规，并参照国际通行惯例制订。竞买人、委托人须仔细阅读本规则各项条款，并对自己的行为负责。对本规则以外的特殊问题和未尽事项，本公司享有解释权和处理权。

第二条 名词解释

本规则各条款内，下列词语具有以下含义：

- （一）“本公司”指中贸圣佳国际拍卖有限公司；
- （二）“本公司住所地”指北京市朝阳区东三环南路76号1幢1层1005室；
- （三）“委托人”指委托本公司拍卖本规则规定范围内拍卖标的的自然人、法人或者其它组织。本规则中，除非另有说明，委托人均包括委托人的代理人；
- （四）“竞买人”指参加本公司举办的拍卖活动，在本公司登记并办理了必要手续，根据中华人民共和国法律规定具有完全民事行为能力、能参加竞买拍卖标的的自然人、法人或者其它组织。法律、法规对拍卖标的的买卖条件或对竞买人的资格有规定的，竞买人应当具备规定的条件或资格。本规则中，除非另有说明，竞买人均包括竞买人的代理人；
- （五）“买受人”指在本公司举办的拍卖活动中以最高应价购得拍卖标的的竞买人；
- （六）“拍卖标的”指委托人所有或者依法可以处分的委托本公司进行拍卖的物品；
- （七）“拍卖日”指在某次拍卖活动中，本公司公布的正式开始进行拍卖交易之日；
- （八）“拍买成交日”指在本公司举办的拍卖活动中，拍卖师以落槌或者以其它公开表示买定的方式确认任何拍卖标的达成交易的日期；
- （九）“落槌价”指拍卖师对竞买人最高应价以落槌或其它方式表示的承诺；
- （十）“出售收益”指转付委托人的款项净额，该净额为本公司收到全额落槌价后，以落槌价减去按比率计算的佣金、税费、各项费用及委托人应支付本公司的其它款项后的余额；
- （十一）“购买价款”指买受人因购买拍卖标的而应支付的包括落槌价、全部佣金、以及应由买受人支付的其它各项费用的总和；
- （十二）“各项费用”指本公司对拍卖标的进行保险、制作拍卖标的图录及其它形式的宣传品、包装、运输、存储、保管等所收取的费用以及依据相关法律、法规或本规则规定而收取的其它费用；
- （十三）“保留价”指委托人提出并与本公司在委托拍卖合同中确定的拍卖标的的最低售价；
- （十四）“参考价”指在拍卖标的图录或其它介绍说明文字之后标明对拍卖标的估计售价。参考价在拍卖日前较早时间估定，并非确定之售价，不具有法律约束力；
- （十五）“保管费”指委托人、买受人按本规则规定应向本公司支付的保管费用，现行收费标准为每日按保留价（无保留价的按约定保险金额）的万分之三收取。

第三条 特别提示
在本公司举办的拍卖活动中，竞买人的最高应价经拍卖师落槌或者以其它公开表示买定的方式确认时，即表明该竞买人成为该拍卖标的的买受人。

凡参加本公司拍卖活动的委托人、竞买人和买受人应仔细阅读并遵守本规则，并对自已参加本公司拍卖活动的行为负责。如因未仔细阅读本规则而引发的任何损失或责任均由行为人自行承担。

第四条 瑕疵担保
本公司特别声明不能保证拍卖标的的真伪及品质，对拍卖标的不承担瑕疵担保责任。竞买人应在本公司预览时亲自去审查拍卖标的原物，并对自已竞买拍卖标的的行为承担法律责任。

第五条 拍卖标的图录
在本公司举办的拍卖活动中，为便于竞买人及委托人参加拍卖活动，本公司均将制作拍卖标的图录，对拍卖标的之状况以文字及/或图片进行简要陈述。拍卖标的图录中的文字、参考价、图片以及其它形式的影像制品和宣传品，不代表本公司对拍卖标的的真实性、价值、色调、质地、有无缺陷等所作的担保，仅供竞买人参考并可于拍卖前修订。因印刷或摄影等技术原因造成拍卖标的在图录及/或其它任何形式的图标的、影像制品和宣传品中的色调、颜色、层次、形态等与原物/实物存在误差者，以原物/实物为准。

第六条 竞买人之审查义务

本公司及其工作人员或其代理人对任何拍卖标的的用途方式（包括证书、图录、状态说明、幻灯投影、新闻载体、网络媒体等）所作的介绍及评价，均为参考性意见，不构成对拍卖标的的任何担保。本公司及其工作人员或其代理人毋需对上述之介绍及评价中的不准确或遗漏之处负责。

第七条 竞买号牌
竞买号牌是竞买人参与现场竞价的唯一凭证。竞买人应妥善保管，不得将竞买号牌出借他人使用。一旦丢失，应立即以本公司认可的书面方式办理挂失手续。

第八条 竞买保证金
竞买人参加本公司拍卖活动，应在领取竞买号牌前交纳竞买保证金。竞买保证金的数额由本公司与竞买人书面确定。

第九条 以当事人身份竞买
除非某竞买人在拍卖日前向本公司出具书面证明并经本公司书面认可，表明其身份是某竞买人的代理人，否则每名竞买人均被视为竞买人本人。

第十条 委托竞拍
竞买人应亲自出席拍卖会。如不能出席，可采用书面形式委托本公司代为竞拍。本公司有权决定是否接受上述委托。

第十一条 委托竞拍之免责
鉴于委托竞拍系本公司为竞买人提供的代为传递竞买信息的免费服务，本公司及其工作人员对竞拍未成功或代理竞拍过程中出现的疏忽、过失或无法代为竞拍等不承担任何责任。

第十二条 委托在先原则
若两个或两个以上委托本公司竞拍之竞买人以相同委托价对同一拍卖标的的出价且最终拍卖标的以该价格落槌成交，则最先将委托竞拍授权委托书送达本公司者为该拍卖标的的买受人。

第十三条 影像显示板及货币兑换显示板
本公司为方便竞买人，可能于拍卖中使用影像投射或其它形式的显示板，所示内容仅供参考。无论影像投射或其它形式的显示板，其所示之数额、拍卖标的的编号、拍卖标的的图片或参考外汇金额等均有可能出现误差，本公司对因此误差而导致的任何损失不承担任何责任。

第十四条 拍卖师权利
拍卖师有权代表本公司提高或降低竞价幅度，在竞买人出现争议时，有权将拍卖标的的重新拍卖。

第十五条 拍卖成交
最高应价经拍卖师落槌或者以其它公开表示买定的方式确认时，该竞买人竞买成功，即表明该竞买人成为拍卖标的的买受人，买受人应当场签署成交确认书。

第十六条 佣金及费用
竞买人竞买成功后，即成为该拍卖标的的买受人。买受人应支付本公司相当于落槌价百分之十五的佣金，同时应支付其它各项费用，且认可本公司可根据本规则第三十四条的规定向委托人收取佣金及其它各项费用。

第十七条 付款时间
拍卖成交后，买受人应自拍卖成交日起七日内向本公司付清购买价款并领取拍卖标的。若涉及包装及搬运费用、运输保险费用、出境鉴定费等，买受人需一并支付。

第十八条 支付币种及支付方式
所有价款应以本公司指定的货币支付。如买受人以本公司指定的货币以外的其它货币支付，应按买受人与本公司约定的汇率折算或按照中国人民银行于买受人付款日前一个工作日公布的人民币与港币的汇率折算。本公司为将买受人所支付之该种外币兑换成人民币所引致之所有银行手续费、佣金或其它费用，均由买受人承担。

第十九条 风险转移
竞买成功后，拍卖标的的风险于下列任何一种情形发生后（以较早发生日期为准）即由买受人自行承担：

- （一）买受人领取所购拍卖标的；或
- （二）买受人向本公司支付有关拍卖标的的全部购买价款；或
- （三）拍卖成交日起七日届满。

第二十条 领取拍卖标的
买受人须在拍卖成交日起七日内，在支付完毕全部购买价款后前往本公司住所地或本公司指定之其它地点领取所购买的拍卖标的。若买受人未能在拍卖成交日起七日内领取拍卖标的，则逾期后对该拍卖标的的相关保管、搬运、保险等费用均由买受人承担，且买受人应对其所购拍卖标的承担全部责任。即使该拍卖标的仍由本公司或其它代理人代为保管，本公司及其工作人员或其代理人对任何原因所致的该拍卖标的的毁损、灭失，不承担任何责任。

第二十一条 包装及搬运
本公司工作人员应买受人要求代为包装及处理购买的拍卖标的，仅视为本公司对买受人提供的服务，本公司可酌情决定是否提供此项服务，若因此发生任何损失均由买受人自行承担。在任何情况下，本公司对因任何原因造成的玻璃或框架、囊匣、底座、支架、装裱、插册、轴头或类似附属物的损坏不承担责任。此外，对于本公司向买受人推荐的包装公司及装运公司所造成的一切错误、遗漏、损坏或灭失，本公司亦不承担责任。

第二十二条 买受人未付款之处理办法
若买受人未按照本规则第十七条规定按时足额付款，本公司有权采取以下之一种或多种措施：

- （一）拍卖成交后，若买受人未按照本规则规定时间缴付购买价款，竞买保证金不予退还并将按照本规则第八条予以扣除，买受人已付的部分购买价款按照本规则第八条予以抵扣，同时还应按照本规则规定承担相应责任；
- （二）在拍卖成交之日起七日内，如买受人仍未足额支付购买价款，本公司则自拍卖成交日后第八日起就买受人未付款部分按日千分之五收取违约金，直至买受人付清全部款项之日止；
- （三）对买受人提起诉讼，要求赔偿本公司因其违约造成的一切损失，包括但不限于要求买受人承担违约责任、赔偿本公司损失及一切费用支出（包括但不限于律师费、公证费、调查费、保全费、保全保险费、诉讼费）等；
- （四）留置本公司向同一买受人拍卖的该件或任何其它拍卖标的，以及因任何原因由本公司占有的买受人或其它任何其它财产或财产权利，留置期间发生的一切费用及/或风险均由买受人承担。若买受人未能在本公司指定时间内履行其全部付款义务，则本公司有权根据中华人民共和国相关法律法规之规定处分留置物。处分留置物所得不足抵偿买受人应付本公司全部款项的，本公司有权另行追索；
- （五）经征得委托人同意，本公司可依据《拍卖法》及本规则规定再行拍卖或以其它方式出售该拍卖标的。原买受人除应当支付第一次拍卖中买受人及委托人应当支付的佣金及其它各项费用并应承担再次拍卖或以其它方式出售该拍卖品所有费用外，若再行拍卖或以其它方式出售该拍卖标的的所得的价款低于原拍卖价款的，原买受人应当补足差额。
- （六）因买受人未按时足额支付购买价款导致本公司无法向委托人结款，委托人关闭交易并取回拍品，买受人应向本公司支付买受人佣金（落槌价15%）、委托人佣金（落槌价10%）、保险费（落槌价1%）、图录费（3000元/页）、保管费（自拍品到库之日起至委托人取回之日止，按每日每件拍品50元计算）以及已发生的其他一切相关费用（包括但不限于装裱费、包装费、运输费等）。
- （七）无论因何种原因由本公司占有的该买家的任何财产均行留置权，直至买受人足额支付购买价款。
- （八）协助拍卖标的的委托人向买受人追偿，向委托人披露买受人身份信息、联系方式等。

第二十三条 延期领取拍卖标的之处理办法
若买受人未能按照本规则规定时间领取其购得的拍卖标的，则本公司有权采取以下之一种或多种措施：

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(一) 将该拍卖标的储存在本公司或其它地方, 由此发生的一切费用 (包括但不限于自拍卖成交日起的第八日起按本规则第二条第 (十五) 款的规定计收保管费等) 及/或风险均由买受人承担。在买受人如数支付全部购买价款及前述保管费后, 方可领取拍卖标的;

(二) 买受人应对其超过本规则规定期限未能领取相关拍卖标的而在该期限届满后所发生之一切风险及费用自行承担。如买受人自成交日起的九十日内仍未领取拍卖标的的, 则本公司有权以公开拍卖或其它本公司认为合适的方式及条件出售该拍卖标的, 处置所得在扣除本公司因此产生之全部损失和费用后, 若有余款, 则由买受人自行取回, 该余款不计利息。

第三章 关于委托人的条款

第二十四条 委托程序

委托人委托本公司拍卖其物品时, 应与本公司签署《委托拍卖合同》。委托人委托代理人拍卖物品的, 应向本公司出具相关委托证明文件、提供委托人及代理人的合法身份证明, 代理人应与本公司签署《委托拍卖合同》。委托人委托本公司拍卖其物品时, 即自动授权本公司对该物品自行进行展览、展示、制作照片、图示、图录或其它形式的影像制品、宣传品。

第二十五条 委托人保证

委托人就其委托本公司拍卖的拍卖标的不可撤销地向本公司及买受人保证如下:

(一) 其对该拍卖标的拥有完整的所有权或享有处分权, 对该拍卖标的的拍卖不会侵害任何第三方的合法权益, 亦不违反相关法律、法规的规定;

(二) 其已尽其所知, 就该拍卖标的的来源和瑕疵向本公司进行了全面、详尽的披露和说明, 不存在任何隐瞒或虚构之处;

(三) 如果其违反上述保证, 造成拍卖标的的实际所有权人或声称拥有权利的任何第三人提出索赔或诉讼, 致使本公司及/或买受人蒙受损失时, 则委托人应负责赔偿本公司及/或买受人因此所遭受的一切损失, 并承担因此而发生的一切费用和支出 (包括但不限于宣传费、拍卖费、诉讼费、律师费等相关损失)。

第二十六条 保留价

凡本公司拍卖标的未标明或未说明无保留价的, 均设有保留价。保留价数目一经双方确定, 其更改须事先征得对方书面同意。

在任何情况下, 本公司不对某一拍卖标的在本公司举办的拍卖会中未达保留价不成交而承担任何责任。

第二十七条 本公司权利

(一) 拍卖标的在图录中插图的前后次序、位置、版面大小等安排以及收费标准; 拍卖标的的展览/展示方式, 拍卖标的在展览/展示过程中的各项安排及所应支付费用的标准;

(二) 本公司对某拍卖标的是否适合由本公司拍卖 (即最终是否上拍), 以及拍卖地点、拍卖场次、拍卖日期、拍卖条件及拍卖方式等事宜拥有完全的决策权。

第二十八条 未上拍的处理办法

委托人及本公司签署委托拍卖合同且将拍卖标的交付本公司后, 若因任何原因致使本公司认为某拍卖标的的不适合由本公司拍卖的, 则委托人应自收到本公司领取通知之日起三十日内取回该拍卖标的 (包装及搬运等费用自行负担), 本公司与委托人之间的委托拍卖合同自委托人领取该拍卖标的之日解除。若在上述期限内委托人未取回拍卖标的的, 则本公司与委托人之间的委托拍卖合同自上述期限届满之日即告解除。若在委托拍卖合同解除后七日内, 委托人仍未取回拍卖标的的, 委托人应自委托拍卖合同解除后第八日起每日按本规则第二条第 (十五) 款的规定向本公司支付保管费用。逾期超过六十日的, 本公司有权以公开拍卖或其它它出售方式按本公司认为合适的条件出售该拍卖标的, 且有权从中扣除卖家应支付的佣金及其它费用, 若有余款, 则由买受人自行取回, 该余款不计利息。

第二十九条 拍卖中止

如出现下列情况之一, 则本公司有权在实际拍卖前的任何时间决定中止任何拍卖标的的拍卖活动:

(一) 本公司对拍卖标的的归属或真实性持有异议/疑义的, (二) 第三人对拍卖标的的归属或真实性持有异议/疑义且能够提供本公司认可的异议/疑义所依据的相关证据材料, 同时书面表示愿意对中止拍卖活动所引起的法律后果及全部损失承担全部法律责任的;

(三) 对委托人所作的说明或对本规则第二十五条所述委托人保证的准确性持有异议/疑义的;

(四) 有证据表明委托人已经违反或将要违反本规则的任何条款的;

(五) 存在任何其它合理原因的。

第三十条 委托人撤回拍卖标的

委托人在拍卖日前任何时间, 向本公司发出书面说明理由后, 可撤回其拍卖标的。但撤回拍卖标的时, 则应支付相当于该拍卖标的的保险金额的百分之二十的款项并支付

其它各项费用。

委托人撤回拍卖标的的, 应在收到本公司领取通知之日起三十日内取回该拍卖标的。若在该期限内未取回拍卖标的的, 委托人应自该期限届满后次日起每日按本规则第二条第 (十五) 款的规定向本公司支付保管费用。逾期超过六十日的, 本公司有权以公开拍卖或其它它出售方式按本公司认为合适的条件出售该拍卖标的, 且有权从中扣除卖家应支付的佣金及其它费用, 若有余款, 则由买受人自行取回, 该余款不计利息。

因委托人撤回拍卖标的而引起的任何争议或索赔均由委托人自行承担, 与本公司无关。

第三十一条 保险

除委托人另有书面指示外, 在委托人与本公司签署委托拍卖合同且将拍卖标的交付本公司后, 所有拍卖标的将自动受保于本公司投保的保险, 保险金额以本公司与委托人在委托拍卖合同中确定的保留价为准。此保险金额只适用于向保险公司投保以及在保险事故发生后向保险公司索赔, 并非本公司对该拍卖标的价值的保证或担保, 也不意味着该拍卖标的由本公司担保, 即可售得相当于该保险金额之款项。委托人按下列标准向本公司支付保险费:

(一) 拍卖标的未成交的, 支付相当于保留价百分之一的保险费;

(二) 拍卖标的成交的, 支付相当于落槌价百分之一的保险费。

第三十二条 委托人 not 投保

如委托人以书面形式告知本公司不需投保其拍卖标的, 则风险由委托人自行承担, 且委托人应随时承担以下责任:

(一) 对其他任何权利人就拍卖标的的毁损、灭失向本公司提出的索赔或诉讼做出赔偿;

(二) 对因任何原因造成拍卖标的的损毁、灭失, 而致使本公司或任何权利人所遭受的全部损失及所支出的全部费用承担赔偿责任;

(三) 将本条所述的赔偿规定通知该拍卖标的的任何承保人。

第三十三条 竞买禁止

委托人不得竞买自己委托本公司拍卖的物品, 也不得委托他人代为竞买。若违反本条规定, 委托人应自行承担《拍卖法》规定的相应法律责任, 并赔偿因此给本公司造成的全部损失。

第三十四条 佣金及费用

除委托人与本公司另有约定外, 委托人同意本公司按落槌价百分之十扣除佣金并同时扣除其它各项费用, 且认可本公司可根据本规则第十六条的规定向买受人按落槌价百分之十五收取佣金及其它各项费用。如拍卖品系文物, 应按中国政府文物部门的标准加收火漆鉴定费。

第三十五条 未成交手续费

如拍卖标的的竞买价低于保留价的数目而未能成交, 则委托人授权本公司向其收取按保留价百分之三计算的未拍出手续费, 并同时收取其它各项费用。

第三十六条 购买价款付款义务方及出售收益交付

委托人充分知悉并确认, 买受人是已成交拍卖标的的购买价款的唯一付款义务方, 本公司是组织和维护拍卖程序的独立中介主体而非交易当事方、不负有以自有财产向委托人清偿购买价款的法定或约定义务。买受人未及时付款的, 委托人有权自行或委托本公司代为向买受人主张权利 (包括但不限于催告告知、提起诉讼、申请财产保全等), 主张权利的对象有且仅为买受人, 而非本公司。委托人同意由本公司代收拍卖标的的购买价款。如买受人已按本规则第十七条规定向本公司付清全部购买价款的, 则本公司将于买受人付清全部购买价款之日起三十五天后以人民币的货币形式将出售收益交付委托人。

第三十七条 买受人逾期付款的交易决策与付款安排

如本规则第十七条规定的付款期限届满, 本公司仍未收到买受人的全部购买价款, 委托人有权决定继续交易或关闭交易, 委托人未提出关闭交易则视作交易继续交易。继续交易的, 本公司将勤勉催告买受人付款并于实际收到全部购买价款后15日内将出售收益交付委托人, 委托人同意本公司的前述付款安排, 关闭交易的, 本公司将根据本规则第八条及第二十二条款等追究买受人责任、根据委托人指示组织再行拍卖。

第三十八条 出售收益暂停支付

本公司依照上述第三十六条、第三十七条之规定向委托人交付出售收益前, 如委托人曾以竞买人身份在本公司拍卖活动中竞得其他拍卖标的的且尚未付清购买价款, 或与本公司 (包括本公司分支机构、全资子公司) 存在其他争议纠纷事项的, 本公司有权暂停向委托人交付出售收益, 本公司将根据被欠付购买价款的拍卖标的的委托人的指示和/或争议纠纷事项处理结果, 对待付出售收益作抵扣、结算安排。

第三十九条 税项

如委托人所得应向中华人民共和国政府纳税, 则由拍卖人按照中华人民共和国政府之相关法律法规之规定, 代扣委

托人应缴纳之税费, 并在缴纳完成后将纳税凭证交付给委托人。

第四十条 拍卖标的未能成交

如拍卖标的未能成交, 委托人应自收到本公司领取通知之日起三十日内取回该拍卖标的 (包装及搬运等费用自行负担), 并向本公司支付未拍出手续费及其它各项费用。本公司与委托人之间的委托拍卖合同自委托人领取该拍卖标的之日解除。若在上述期限, 委托人未取走拍卖标的的, 则本公司与委托人之间的委托拍卖合同自上述期限届满之日即告解除。若在委托拍卖合同解除后七日内, 委托人仍未取走拍卖标的的, 委托人应自委托拍卖合同解除后第八日起每日按本规则第二条第 (十五) 款的规定向本公司支付保管费用。逾期超过六十日的, 本公司有权以公开拍卖或其它它出售方式按本公司认为合适的条件出售该拍卖标的, 且有权从中扣除委托人应支付的佣金及其它费用, 若有余款, 则由委托人自行取回, 该余款不计利息。

第四十一条 延期取回拍卖标的

委托人应对其超过本规则规定期限未能取回其拍卖标的的而在该期限后所发生之一切风险及费用自行承担。如因拍卖标的未上拍、委托人撤回拍卖标的的、拍卖标的未能成交、委托人撤销拍卖交易等情形导致委托人应按本规则规定取回拍卖标的的, 委托人却延期未取回的, 则本公司有权在本规则规定的期限届满后, 以公开拍卖或其它它本公司认为合适的方式及条件出售该拍卖标的, 处置所得在扣除本公司因此产生之全部损失费用 (包括但不限于保管费、保险费、搬运费、公证费等) 后, 若有余款, 则余款由委托人自行取回, 该余款不计利息。

第四章 其它

第四十二条 保密责任

本公司有义务为委托人、竞买人及买受人保守秘密 (中华人民共和国法律另有规定的除外)。

第四十三条 鉴定权

本公司认为需要时, 可以对拍卖标的的进行鉴定。鉴定结论与委托拍卖合同载明的拍卖标的的状况不符的, 本公司有权变更或者解除委托拍卖合同。

第四十四条 知识产权

本公司有权自行对委托人委托本公司拍卖的任何物品制作照片、图示、图录或其它形式的影像制品, 并依法享有上述照片、图示、图录或其它形式的影像制品的知识产权及衍生权利, 有权对其依法加以使用。

第四十五条 免责声明

本公司作为拍卖人, 对委托人或买受人的任何违约行为不向守约方承担任何违约责任或赔偿责任。

第四十六条 通知

竞买人及委托人均应将其固定有效的通讯地址和联络方式以竞买登记文件、委托拍卖合同或其它本公司认可的方式告知本公司, 若有改变, 应立即书面告知本公司。本规则中所提及之通知, 仅指以信函或传真形式发出的书面通知。如以邮递方式发出, 一旦本公司将通过快递邮寄单位, 则视为本公司已发出该通知, 同时应视为收件人已按正常邮递程序收到该通知。如以传真方式发出, 则传真发送当日为收件人收到该通知日期。

第四十七条 争议解决

凡因依照本规则参加本公司拍卖活动而引起或与之有关的任何争议, 相关各方均应向本公司住所地人民法院提起诉讼。解决该等争议的准据法应为中华人民共和国法律。

第四十八条 语言文字

本规则以简体中文为标准文本, 繁体中文及英文文本为参考文本。简体中文文本如与其它文本有任何不一致之处, 以简体中文文本为准。

第四十九条 规则的制订、修改与生效

本规则由本公司依据相关法律法规制订, 其著作权归本公司所有。本规则由本公司依法制订和修改, 相应著作权归本公司所有。未经本公司事先书面许可, 任何人不得以任何方式或手段, 利用本规则获取商业利益。本规则的修改权属于本公司, 本公司有权根据实际情况随时对本规则依法进行修改, 并且本规则自修改之日起自动适用修改后的版本。本规则如有修改, 本公司将及时依法以本公司认为合适的方式公示, 请相关各方自行注意, 本公司有权不予另行单独通知。竞买人参与本公司拍卖活动, 即视为已充分阅读、理解并同意受当时有效之规则版本约束。本公司建议相关各方在参与拍卖前及时查阅最新规则。本规则于2026年8月31日起执行, 修订版本于公示当日实施生效, 修订版本适用于公示当日及此后的拍卖活动。

第五十条 解释权

本规则的解释权属于中贸圣佳国际拍卖有限公司。

CONDITIONS OF BUSINESS

Chapter I General Provisions

Article 1 Governing Law

This Conditions of Business (hereinafter referred to as the "Conditions") are made in accordance with the Auction Law of the People's Republic of China, other relevant laws implemented in the People Republic of China, regulations of the People's Republic of China and the Articles of Association of the Company with reference to international general practices. The Seller and the Bidder should carefully read all the provisions of this business conditions and be responsible for their behaviors. Company has the complete right of interpreting and disposing any special issues and matters which not stipulated in this conditions.

Article 2 Definitions and Interpretation

The terms used in the Conditions shall have the following meanings:

- (1) "We/Us/Our/Company" means Sungari International Auctions Co., Ltd.
- (2) "the Company's Domicile" means Room 1005, 1/F, Building 1, No.76, South Road, East Third Ring, Chaoyang District, Beijing, and any other registered address which may be changed subsequently.
- (3) "the Seller" means a natural person, legal person or any other organization who consigns the Lot to the Company for auction in accordance with the Conditions. Under the Conditions, the Seller shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (4) "the Bidder" means a natural person, legal person or any other organization that has full capacity of civil rights to bid at auction according to provisions of the laws of People's Republic of China and who has gone through the necessary registration and procedural formalities of the Company. The Bidder shall satisfy all provisions with respect to conditions of sale or qualification of the Bidder. Under the Conditions, the Bidder shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (5) "the Buyer" means the person with the highest bid accepted by the auctioneer.
- (6) "Lot" means any item(s) owned by the Seller or disposable according to the laws, and consigned to the Company for auction.
- (7) "Auction Date" means the published date on which the auction will formally begin. In case of any discrepancy between the actual date of auction and the published date, the actual date of auction shall prevail.
- (8) "Sale Date" means the date on which the auctioneer confirms the sale of any Lot in the auction by dropping his hammer or in any other public manner.
- (9) "Hammer Price" means the acceptance of the highest bid offered by the Bidder and this acceptance will be made by the auctioneer in the manner of dropping the hammer or in any other way.
- (10) "Proceeds of Sale" means the net amount to be transferred to the Seller, being, after the Company has received the Hammer Price in full, the balance of the Hammer Price after deducting commission pro rata, taxes and all expenses and other amounts owed to the Company by the Seller.
- (11) "Purchase Price" means the total amount payable by Buyer for his/her/its bid, including Hammer Price, commission and other expenses payable by the Buyer.
- (12) "Expenses" means charges and expenses including but not limited to expenses with respect to insurance, making catalogue and other public materials, packaging, transportation and storage, and any other expenses pursuant to relevant laws, regulations and provisions hereof.
- (13) "Reserve" means the lowest selling price of Lot raised by the Seller and confirmed with the Company in the consignment auction contract.
- (14) "Reference Price" means the price of the Lot provided in the catalogue or other descriptive materials and estimated prior to the auction. The Reference Price is subject to possible changes and cannot be deemed as the fixed sale price, and no legal binding force.
- (15) "Storage Fee" means the fee payable by the Buyer or the Seller under the Conditions relating to storage of the Lot, and the current standard of Storage Fee is equal to 0.3‰ of Reserve (if no Reserve, the agreed insurance amount shall be applied) per day.

Article 3 Special Notice

When the auctioneer confirms the highest bid by dropping his hammer or in any other public manner, the Bidder with the highest bid shall be the Buyer of the Lot.

The Seller, the Bidder, the Buyer and other concerned parties participating in the auction should read the Conditions carefully and conform to the provisions hereof. All parties shall be liable for their own actions at auction and any loss caused by failure to read the Conditions carefully.

Article 4 Exclusion of Liability

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks.

The Bidder and/or his/her/its agent shall bear the responsibility of carrying out his/her/its own inspection and investigations as to the nature of the Lot and shall be liable for his/her/its bid.

Chapter II Conditions Concerning the Bidder and the Buyer

Article 5 Catalogue of Lot

At the auction, the Company will prepare a catalogue to introduce the status of the Lot with words and/or pictures for the convenience of Bidders and Sellers. The words, Reference Price, pictures in the catalogue and other images and public materials do not represent any guarantee made by the Company as to the authenticity, value, tone, quality or any flaw or defect of any Lot, and are only references for Bidders and are subject to revision before auction. In case that the tone, color, graduation and shape shown in catalogue and/or any other illustrations, images and public materials differs from those of the original Lot due to print, photograph and other technical reasons, the original/physical Lot shall take precedence.

Any statement and appraisal in any way (including but not limited to the certificate, catalogue, status explanation, slide show and news media) of any Lot made by the Company and its employees or its agents are only for reference and should not relied on as any guarantee for the Lot. The Company and its employees or agents shall undertake no liability for any inaccuracy or omission in the statements and appraisals mentioned above.

Article 6 Inspection by Bidders

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks. The Bidder and/or his/her/its agents shall inspect and investigate the actual status of the Lot and take liability for his/her/its bidding.

The Company strongly advises the Bidders to personally inspect the original/physical Lot on which they intend to bid before the Auction Date by identification or other methods. Bidders shall judge the genuineness or fakery or the quality of the Lot by themselves rather than relying on the Company's catalogue, status explanation and other images and public materials of the Lot.

Article 7 Paddle Affixed With Number

The paddle affixed with number is the only evidence of the Bidder's participation in bid. Each Bidder shall take good care of his or her paddle affixed with number and may not lend it to any third person. In case of losing such paddle, the Bidder shall go through the procedure for report of losing in the form of writing agreed by the Company.

The person holding the paddle is deemed to be the registered owner of the paddle, whatever he or she is entrusted by the Bidder or not. The Bidder shall be liable for using his or her paddle bid in the auction process, unless the Bidder goes through the procedure for report of losing in the form of writing agreed by the Company and such paddle affixed number has been cancelled by the auctioneer's announcement in the auction process.

Article 8 Guarantee Money

The Company will charge a guarantee money before the Bidder receives paddle affixed with number. The amount of guarantee money will be announced before Auction Date. The Company will refund all the guarantee money mentioned above with no interest to the Bidder within five working days after auction in case that the Bidder fails in auction. If the Bidder succeeds in buying the Lot (hereinafter referred to as the Buyer) and makes the full payment on

time, the Company will refund the deposit with no interest to the Buyer within five working days after the Buyer makes the full payment. If the Buyer fails to make the full payment on time, the Company has the right to convert the deposit paid by the Buyer in the following order: (1) penalty; (2) all relevant Expenses payable by the Buyer; (3) any loss suffered by the Company as a result of the Buyer's overdue payment; (4) the Commission of the Buyer, the commission of the Seller to be borne by the Buyer as provided in the Conditions; (5) the Hammer price. If the deposit is not sufficient to offset the above-mentioned amount, the Company is entitled to claim the balance.

Article 9 Bidding as Principal

Any person who bids shall be deemed as principal, unless the Bidder represents to the Company a written certificate showing that it is the agent of a principal and is also subject to the Company's approval in written form before Auction Date.

Article 10 Authorized Bids

The Bidder shall attend the auction personally; otherwise it may give the Company an authorization in writing to bid on his/her/its behalf. The Company shall have the right to but no obligation to accept such authorization.

The Bidder who intends to give the Company an authorization to bid on his/her/its behalf shall present the Company with a written authorization letter and hand in guarantee money in accordance with the provisions in Article 36 herein within certain period (not later than three days before Auction Date). The Bidder who entrusts the Company to bid on his/her/its behalf shall inform the Company of bid cancellation in writing not later than three days before Auction Date.

Article 11 Non-liability of Authorized Bids

Since authorized bid shall be the free service on transferring the bid message on behalf of the Bidder provided by the Company to the Bidder, the Company and its employees shall not be liable for any failure in bidding or any negligence or fault in the authorized bids. Bidders shall attend the auction in person to assure the success of bidding.

Article 12 Principle of Priority

In the event that two or more Bidders entrust the Company to bid on their behalf for the same Lot with the same authorized price, and finally succeed by dropping the hammer at such price, the Bidder whose authorization certificate was first delivered to the Company shall be the Buyer of the Lot.

Article 13 Screen of Video Images

At some auctions, there will be a video screen or other screens in operation for the convenience of Bidders, which is only for reference. However, there may be errors in amounts, numbers or pictures of the Lot, or in foreign exchange rate on the screen. The Company shall not be liable for any losses and damages caused by such errors.

Article 14 Auctioneer's Discretion

The auctioneer is entitled to represent the Company and to increase or decrease the bidding ladder, or restart auction in case of any dispute arising.

Article 15 Successful Bid

When the highest bidding is confirmed by dropping the auctioneer's hammer or in other public manners, the Bidder with the highest bidding succeeds in the bid which means that the Bidder becomes to be the Buyer and the Buyer shall sign the writing confirmation.

Article 16 Remuneration and Expenses

The Bidder will be deemed as the Buyer of the Lot after succeeding in bidding and shall pay the Company a remuneration equal to 15% of Hammer Price and other Expenses and acknowledge that the Company is entitled to charge commission and other costs payable by the Seller in accordance with Article 34 hereof.

Article 17 Payment

The Buyer shall make full payments in a lump sum to the Company within seven days after the Sale Date and take the Lot back. The Buyer shall also undertake packaging charges, cartage, transportation insurance premium and export appraisal fee (if any).

Article 18 Currency and Method of Payment

All payments shall be made in the currency designated by the Company. In the event that the Buyer makes payments in

currency other than the designated one, the currency shall be converted at the rate agreed upon by the Buyer and the Company or at the rate announced by People's Bank of China one working day prior to the payment. The Buyer shall reimburse the Company for any bank charges, commission and other expenses for converting the currency into RMB.

The Buyer may choose to pay the Purchase Price by bank transfer, wire transfer, cash, credit card or other payment methods recognized by the Company, and any bank charges or other expenses arising therefrom shall be borne by the Buyer.

Article 19 Transfer of Risks

After a successful bid, any Lot purchased shall be entirely at the Buyer's risk as early as one of the following conditions is met:

- (1) the Buyer collects the Lot purchased; or
- (2) the Buyer pays to the Company full Purchase Price for the Lot; or
- (3) expiry of seven days after Sale Date.

Article 20 Collection

The Buyer shall, no later than seven days after Sale Date and after having paid the Purchase Price in full, collect the purchased Lot at the Company's domicile or other place appointed by the Company. In case of failure to do so, the Buyer shall be solely responsible for all risks and losses of the Lot and bear all expenses for storage, cart and insurance in connection therewith due to delay. Nevertheless the Lot is still preserved by the Company or any other agents, the Company and its employees or its agents shall not be liable for any losses and damages of the Lot caused by any reason.

Article 21 Package and Transportation

The Company may arrange packing and handling of the purchased Lot on behalf of the Buyer as the case may be on its request and the Buyer shall be liable for any loss arising from such arrangements. In no circumstances shall the Company take any liability for any damages or losses of glass, frames, drawer, bottom mat, trestle, mounting, insert pages, roller or other similar accessories arising out of any reason. In addition, the Company shall undertake no liability for any fault, omissions, damages or losses caused by the packers or carriers recommended by the Company.

Article 22 Remedies for Non-payment

In the case that the Buyer fails to make full payment within the period provided in Article 17 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) If following a successful bid the Buyer fails to make payment within the stipulated period under the Conditions, the Buyer will lose the right to request the Company to refund the guarantee money (the deposit) and the Company shall keep the guarantee money (the deposit) and deduct it in accordance with Article 8 hereof, and any part of the Purchase Price already paid by the Buyer shall be offset in accordance with Article 8 hereof. Besides which, the Buyer shall also undertake any liability may occur in accordance with the Conditions; In the event that the Buyer fails to pay any one Purchase Price of the Lot on time according to the Conditions after successful bidding on several Lots with the same one paddle affixed with number, all of guarantee money (the deposit) and the Purchase Price already paid shall not be refunded and shall be deducted in accordance with Article 8 hereof and the Buyer shall undertake relevant responsibilities in accordance with the Conditions;
- (2) charge the Buyer an interest at a rate of 5‰ per day on the due and unpaid amount until such payment is made fully, to the extent it remains fully unpaid within seven days after Sale Date;
- (3) the Company is entitled to initiate legal proceedings against the Buyer for any damages caused by the Buyer's breach of contract, the damages referred above is including but not limited to any losses, damages and expenses arising out of litigation (including but not limited to lawyer's fee, notarization fee, inspection fee, property preservation fee, preservation insurance premium and legal costs), the Company has the right to request the Buyer to bear other liabilities for default;
- (4) exercise a lien on the purchased Lot or other properties of the Buyer which may be in the Company's possession for any reason. The Buyer is responsible for all expenses or risks that occur during the period of lien. In case the Buyer fails to perform all relevant obligations herein within the period the Company designates, the Company shall have the right to

dispose of such property in accordance with relevant laws and regulations. In the case the proceeds cannot cover the amount outstanding, the Company is entitled to claim the balance;

(5) carry out a re-sale of the Lot by public auction or other ways according to the Conditions subject to the consent of the Seller. The original Buyer shall be liable to the Seller for the remuneration/commission and other Expenses occurred at such auction as well as all Expenses for re-sale by public auctions or other ways. In addition, the original Buyer shall also be liable for the difference, if the Purchase Price actually received by the Seller for re-sale by public auctions or other ways of such Lot is lower than the original Purchase Price that would have been receivable therein had the Buyer made the full payments;

(6) if the Buyer does not make full payment on time which enables the company to make the relevant payment to the Seller, and the Seller therefore cancels the transaction and takes back the Lot, the Company has the right to demand compensation therefrom from the Buyer, the compensations referred above is including but not limited to the commission of the Buyer (15% of the Hammer price), the commission of the Seller (10% of the Hammer price), the insurance premium (1% of the Hammer price), the catalogues fee (RMB 3000 /page), and the storage fee (from the date of arrival to the date of retrieval by the Seller, 50 yuan for one lot per day) and other incurred expenses (including but not limited to mounting fee, packing fee, transportation fee etc.);

(7) lien shall be set up on the Lot and any other properties of the Buyer which may be in the Company's possession for any reason, until the Buyer has paid the Purchase Price in full.

(8) assist the Seller of the Lot in recovering the payment from the Buyer, and disclose the Buyer's identity information, contact details and the like to the Seller.

Article 23 Remedies for Deferred Collection

In case the Buyer fails to collect the purchased Lot within the period provided in Article 47 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) arrange storage of the Lot at the Company or any other places at Buyer's risk and expense (including but not limited to the Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the Sale Date). The Buyer shall not collect the Lot unless the full Purchase Price is paid;
- (2) the Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period. In the event that the Seller shall take back the Lot within ninety days after Sale Date in accordance with the Conditions, the Company has right to public auction or sell the Lot by a proper way and conditions. The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense incurred, shall be collected by the Seller with no interests.

Chapter III Conditions Concerning the Seller

Article 24 Consignment Procedures

When arranging for consignment, the seller should sign a consignment contract with the company. If the seller consigns an agent for auction, the consignment documents and the valid identity certifications of the seller and agent should be referred to the company. Furthermore, the agent should sign a consignment contract with the company.

When the Seller consigns the Company for auction, the Company shall be automatically authorized to exhibit, display, make pictures, illustrations, catalogue, or other video images or publicity materials of the Lot.

Article 25 The Seller's Warranties

The Seller hereby makes irrevocable warranties to the Company and the Buyer with respect to the consigned Lot as follows:

- (1) the Seller has complete ownership and legal right to dispose of the Lot. Without prejudice to any legal interest of any third party, the auction of the Lot shall not violate any relevant laws and regulations;
- (2) the Seller has, to the best of its knowledge, made full and complete disclosure and description to the Company with respect to the origin and any flaw or defect of the Lot without any concealment and fabrication; and
- (3) the Seller shall indemnify and hold the Company and/or the Buyer from and against any claims, losses and damages or actions incurred or brought by the actual owner or any third

party who claims to be the actual owner of the Lot as well as all expenses and costs incurred in connection therewith, arising out of, or in any way attributable to any breach of the above warranties (including but not limited to the promotion fee, auction fee, lawsuit fee, attorney fee and other relevant losses.)

Article 26 Reserve

All Lots are offered subject to a Reserve, unless otherwise marked or explained by the Company. The Reserve shall be determined by the Seller and the Company in writing and no modification or amendment of the Reserve shall be binding upon the parties unless subject to prior written consent of the other party. In no circumstances, shall the Company accept any liability for failure in sale due to bidding lower than the Reserve at the auction.

Article 27 The Company's Discretion

The Company may decide the followings at the Company's absolute discretion:

- (1) the arrangement of the order, location, and page size of illustration of the Lot in the Catalogue and relevant expenses incurred therefore; specific means of exhibition/display of the Lot and all relevant arrangement and expenses incurred therefore;
- (2) the Company shall at its own discretion decide on whether the Lot is appropriate to be auctioned by the Company (i.e. whether to be auctioned finally), as well as the place of auction, the scene of auction, the date of auction, the conditions of auction and the manner of auction.

Article 28 Disposal to Unauctionable Lot

After the Seller has signed the consignment auction contract with and delivered the Lot to the Company, if for any reason the Company believes that the Lot is not suitable for auction, the Seller must collect the Lot within thirty days from the date of the Company's notice being dispatched (fees for the packaging charge and cartage shall be paid by the Seller), the consignment auction contract between the Seller and the Company will cease on the date the Seller collects the Lot. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease. If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the consignment auction contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller with-out interest.

Article 29 Suspension of Auction

The Company may suspend any auction at any time under any one of the following situations:

- (1) the Company has the objection/doubt to the ownership and authenticity of the Lot;
- (2) any third party has the objection/doubt to the ownership and authenticity of the Lot with undertakings to provide relevant evidence on which the objection/doubt is based accepted by the Company, make security in writing pursuant to the Company's provisions and take all legal responsibilities for all legal repercussions and losses due to suspension of auction;
- (3) the Company has the objection/doubt to the explanation of the Seller or the accuracy regarding the Seller's warranty provided in Article 25;
- (4) the Company has any evidence to prove the Seller has already violated or is to violate any term of the Conditions; and
- (5) any other reasonable causes.

Article 30 Withdrawal of Lots by the Seller

The Seller may withdraw the Lot at any time prior to the Auction Date subject to a written notice stating the reasons. In the case that the catalogue or any other public materials of the Lot have begun printing upon the Seller's withdrawal, the Seller shall pay an amount equal to 20% of the insurance amount of the Lot and other Expenses in connection therewith. In the case that the catalogue or other public materials has not been printed, the Seller shall pay an amount equal to 10% of the insurance amount and other related Expenses.

In case of withdrawal of the Lot, the Seller shall take the Lot back within thirty days after receiving the notice sent by the Company. If the Seller does not collect the Lot within the fore-

going time limit, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract . If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate . The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

No dispute or claim arising out of the Seller's withdrawal of the Lot shall be born by the Company.

Article 31 Insurance

Unless otherwise instructed by the Seller in writing, all Lots will be automatically covered under the insurance applied by the Company as soon as the Seller signs the consignment auction contract with the Company and delivers the Lot to the Company. The insurance amount shall be based on the Reserve agreed by the Seller and the Company in the consignment auction contract. The insurance amount is only subject to apply for insurance and claim for compensation after the insurance accident occurrence other than the Company's warranty or security for the value of the Lot, and does not mean that the Seller can be paid such amount equal to the insurance amount by auction held by the Company. the Seller shall pay an insurance premium according to the following:

- (1) In case of unsold of the Lot, the insurance premium payable by the Seller shall be 1% of the Reserve.
- (2) In case of sold of the Lot, the insurance premium payable by the Seller shall be 1% of the Hammer Price.

Article 32 No insurance required

In the event that the Seller notifies the Company not to apply insurance for the Lot in writing, it shall undertake all the risks and the following liabilities (unless otherwise judged by court or arbitration commission):

- (1) to indemnify the Company from and against any claims or actions incurred or brought by any third party with respect to the losses or damages of the Lot;
- (2) to hold the Company and/or any other parties from and against any losses and expenses in relation to the damages and/ or losses of the Lot caused by any reason; and
- (3) to notify the terms of indemnity hereunder to any insurer of the Lot.

Article 33 Non-Bidding

The Seller shall not bid for the Lot consigned to the Company by himself/herself/itself, nor authorize any other person to bid on his/her/its behalf. The Seller shall be liable for and indemnify the Company for any losses and damages caused by violation of this provision.

Article 34 Commission and Expenses

Unless otherwise agreed upon by the Seller and the Company, the Seller shall authorize the Company to deduct 10% of the Hammer Price as commission and any other Expenses .The Seller agrees that the Company is entitled to the Buyer's commission equal to 15% of the Hammer Price and other Expenses payable by the Buyer in accordance with provisions in Article 16 of the Conditions . If the lot for auction is antique, the seller should be charged the relevant appraisal fee according to the regulations of culture relics department of P.R .C . .

Article 35 Service Fee for Unsold Lot

In case of unsold of the Lot due to bidding lower than the Reserve, the Seller shall authorize the Company to charge the Seller a service fee for unsuccessful auctioning equal to 3% of the Reserve and other expenses payable by the Seller.

Article 36 Obligor of the Purchase Price and Delivery of Proceeds of Sale

The Seller fully acknowledges and confirms that the Buyer is the sole obligor of the Purchase Price for the Lot sold, and that the Company is an independent intermediary organizing and maintaining the auction procedures rather than a party to the transaction, and has no statutory or contractual obligation to pay off the Purchase Price to the Seller with its own property. If the Buyer fails to make payment in time, the Seller has the right to claim its rights against the Buyer by itself or by entrusting the Company to do so on its behalf (including but not limited to sending demand letters, initiating legal proceedings, applying for property preservation, etc.), and the object of such claim shall only be the Buyer, not the Company.

The Seller agrees that the Company shall collect the Purchase Price of the Lot on its behalf. In the case that the Buyer makes full payment to the Company in accordance with provisions in Article 17 herein, the Company shall pay the Proceeds of Sale to the Seller in RMB currency after thirty-five days from the date on which the Buyer has paid the Purchase Price in full.

Article 37 Transaction Decision and Payment Arrangement upon the Buyer's Overdue Payment

In the case that the Company does not receive the full Purchase Price from the Buyer upon the expiry of the payment period under Article 17 herein, the Seller has the right to decide to continue or to close the transaction; if the Seller does not propose to close the transaction, the Seller shall be deemed to have agreed to continue the transaction. If the transaction is continued, the Company will diligently urge the Buyer to make payment and will deliver the Proceeds of Sale to the Seller within 15 days after the actual receipt of the full Purchase Price, and the Seller agrees to the foregoing payment arrangement of the Company; if the transaction is closed, the Company will pursue the Buyer's liability in accordance with Article 8, Article 22 and other provisions hereof, and organize a re-auction according to the Seller's instruction.

Article 38 Suspension of Payment of Proceeds of Sale

Before the Company delivers the Proceeds of Sale to the Seller in accordance with Article 36 and Article 37 above, if the Seller, in its capacity as a Bidder, has succeeded in bidding for other Lots in the Company's auction activities and has not yet paid the Purchase Price in full, or if there are other disputes between the Seller and the Company (including the Company's branches and wholly-owned subsidiaries), the Company has the right to suspend the delivery of the Proceeds of Sale to the Seller. The Company will make offset and settlement arrangements for the Proceeds of Sale to be paid in accordance with the instructions of the seller of the Lot whose Purchase Price is in arrears and/or the results of the resolution of the disputes.

Article 39 Taxes

In the case that the Seller has a duty to pay a tax to the government of People's Republic of China, the auctioneer should withhold and pay the tax to the competent authority in accordance with the relevant laws or administrative regulations of the People's Republic of China, and the auctioneer should deliver receipt of tax payment to the Seller after payment of the tax.

Article 40 Unsold Lot

In the event that the Lot is not sold, the Seller shall take back the Lot within thirty days after receipt of the Company's notice (packing charges and cartage at the Seller's own expense) and pay the Company fees for failed auction and all other expenses . The consignment auction contract between the Seller and the Company will cease on the date of collection of the Lot by the Seller. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease . If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract . If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate . The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

Article 41 Risks and Losses

The Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period .

In the event that the Seller shall take back the Lot in accordance with the Conditions as a result of unactionable Lot, withdrawal by the Seller, unsold Lot, cancellation of transaction by the Seller and other circumstances, and the Seller fails to do so, the Company has right to public auction or sell the Lot by a proper way and conditions . The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense (Storage Fee, insurance premium, cartage and notarization fee) incurred, shall be collected by the Seller with no interests.

Chapter IV Miscellaneous

Article 42 Confidentiality

The Company shall be obligated to maintain the confidentiality of any information provided to the Company (except otherwise prescribed by laws of People's Republic of China) .

Article 43 Identification

The Company may identify the Lot if necessary and as the case may be, at the Company's own discretion . In case of any discrepancy with respect to the status of such Lot between the identification and the consignment auction contract, the Company shall be entitled to modify or rescind the consignment auction contract.

Article 44 Intellectual Property Rights

We shall be entitled to take photographs, make illustrations, catalogues or other images relating to the Lot consigned to us for auction and shall have the copyright intellectual property rights and derivative rights for such photographs, illustrations, catalogue or other images mentioned above, and shall be entitled to use them in accordance with the law.

Article 45 Exemption

As the auctioneer, the company is exempted from any liabilities of breach or compensation caused by the breach behavior of the default party.

Article 46 Notice in Written

Both the Bidder and Seller shall notify the Company of their valid and regular means of communication and address in the bid registration documents, consignment auction contract and other form agreed by the Company. No change in any of the particulars will be effective until it has been notified in writing as soon as possible . All notices referred in this agreement shall be in writing and shall be delivered by post or transmitted by fax . A notice sent by post shall be deemed to have been sent on the date the Company gives it to the post office and received by the addressee via normal mail service . A notice sent by fax, shall be deemed to be received on the date when it is faxed.

Article 47 Settlement of Disputes

If any dispute arises from or is related to participation in the auction pursuant to the Conditions, all concerned parties shall submit such dispute to a competent Chinese court of the place where the Company has its domicile unless the Parties have agreed otherwise. Such dispute shall be governed by Chinese laws.

Article 48 Language

The Simplified Chinese version of the Conditions shall be the standard version. The Traditional Chinese version and the English version are for reference only. In case of any discrepancy between the Simplified Chinese version and any other version, the Simplified Chinese version shall prevail.

Article 49 Enactment, Amendment and Effectiveness of the Conditions

The Conditions are made by the Company in accordance with relevant laws and regulations, and the copyright thereof is owned by the Company. The Conditions are made and amended in accordance with Chinese laws and the Company shall have its copyright accordingly. Without the Company's prior written consent, no party shall use the Conditions for commercial purpose in any way or manner and shall not copy, transmit, or store any part herein into a searchable system.

The Company reserves the right to make any alternation to the Conditions at its sole discretion at any time the Company considers proper. The altered version is valid and becomes automatically effective on the date it is altered and is to be published in the way the Company considers proper. Any party involved must pay attention to any such alternations of the Conditions and the Company shall under no conditions be liable to any separate notice. By participating in the Company's auction activities, the Bidder shall be deemed to have fully read, understood and agreed to be bound by the version of the Conditions in effect at the time. The Company recommends that all concerned parties consult the latest version of the Conditions before participating in the auction. The Conditions shall be implemented from August 31, 2026; any amended version shall come into effect on the date of its publication and shall apply to the auctions held on and after the date of publication.

Article 50 Right to Interpret

The Company has the right to interpret the Conditions at Sun-gari International Auction Co Ltd.