



# REGISTRATION FORM

Floor | Absentee | Phone

Please choose your bidding method

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Bidder Number  
Official use only

<b>Auction Title:</b>											
<b>Auction No.:</b>	<b>Auction Date:</b>										
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Clars L.A. executing telephone, online or absentee bids on your behalf. Clars L.A. will endeavor to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments USD:</b></p> <table><tr><td>\$10 - \$40 .....by 10s</td><td>\$5,000 - 9,500 ..... by 500s</td></tr><tr><td>\$50 - \$475 .....by 25s</td><td>\$10,000 - 24,000 ..... by 1000s</td></tr><tr><td>\$500 - \$950 .....by 50s</td><td>\$25,000 -47,500 ..... by 2500s</td></tr><tr><td>\$1,000 - 1,900 ..... by 100s</td><td>\$50,000 - 95,000 ..... by 5000s</td></tr><tr><td>\$2,000 - 4,750 ..... by 250s</td><td>above \$100,000 ..... at the auctioneer's discretion</td></tr></table> <p>The auctioneer has discretion to split any bid at any time</p>		\$10 - \$40 .....by 10s	\$5,000 - 9,500 ..... by 500s	\$50 - \$475 .....by 25s	\$10,000 - 24,000 ..... by 1000s	\$500 - \$950 .....by 50s	\$25,000 -47,500 ..... by 2500s	\$1,000 - 1,900 ..... by 100s	\$50,000 - 95,000 ..... by 5000s	\$2,000 - 4,750 ..... by 250s	above \$100,000 ..... at the auctioneer's discretion
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First Name:	Last Name:										
Company Name (If applicable):											
Address:											
Telephone:	Seller Permit:										
Email:											
By providing your email above, you authorise Clars L.A. to send to this address information relating to Sales, marketing material and news concerning Clars L.A.. Clars L.A. does not sell or trade email addresses.											
<b>Please note that all telephone calls are recorded</b>											
Debit / Credit Card Authorization    Visa      Mastercard      American express      Discover											
Name on Card:	Cardholder Signature:										
Card Number:	Exp. Date:                      CVV(3/4 digits):										

This sale will be conducted in accordance with Clars L.A.'s Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale information relating to this Sale which sets out the changes payable by you on the purchases you make and other terms relating to bidding and buying at the sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Clars L.A.'s liability to bidders and buyers.

#### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of your Privacy Policy can be found on our website (www.clarsla.com).

#### Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving license, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorizing the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

#### If successful

I will collect the purchases myself ☐  
Please contact me with a shipping quote ☐

#### Important

When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Clars L.A., that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Clars L.A. under any contract resulting from the acceptance of a bid. By signing this form, you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorize Clars L.A. to pursue a financial reference from your bank. Finally, Clars L.A. may request that you provide proof of identity and permanent address for verification and client administration purposes.

Lot Number	Lot Description	MAX Bid in USD (excluding premium)

BY SIGNING THIS FORM, YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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www.clarsla.com

# CONDITIONS OF SALE

THIS IS A LEGAL AND BINDING CONTRACT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING

**1 BID PRICE.** Each buyer must have an assigned Buyer's Number prior to bidding. The highest bidder on a lot shall be the buyer of the lot. The purchase price shall be the sum of 1) the price at which the item is sold (hammer price), 2) a buyer's premium equal to 26% of the first \$500,000 of the bid price, plus 20% on any amount between \$500,001 and \$1,000,000, and 10% for any amount over \$1,000,000 (for those who bid through the internet, there is a 2.5% surcharge for Clars L.A. Online Bidding or 5% for all other bidding platforms), plus 3) sales tax unless the purchaser is exempt by law from such taxes.

**2 ACCEPTANCE OF BID.** As each item is sold, the Auctioneer shall announce the winning bid and the Buyer's Number of the winning bid. Failure of the person assigned to the Buyer's Number to object at the time of announcement shall constitute an acknowledgment of the bid and purchase. The purchaser is legally liable to pay for the item or pay the difference if we must re-offer and sell the item for a lower price.

**3 REGULATION OF BID.** The Auctioneer shall regulate the bidding and shall be the sole arbiter of any disputes. We reserve the right to withdraw property at any time before the sale and reject a bid from any bidder.

**4 PAYMENT AND PICKUP.** Invoices must be paid in full within three days and merchandise picked up within two weeks of the date of sale. Payment may be made by cash, wire transfer, check, credit/debit card. Credit/debit card payments will be subject to an additional 2% processing fee. A storage fee may be charged if merchandise is left longer than two weeks at a rate of \$10.00 PER LOT PER DAY. If the property is left longer than 3 1/2 (three and one-half) weeks, you may not be approved to bid in any subsequent auction. We are not responsible for packing or shipping. If the property is left longer than 90 days, it will be considered abandoned. We are not responsible for packing and shipping.

**5 PHONE/ABSENTEE BID.** Absentee bids are accepted until fifteen minutes prior to the start of the auction for all lots in the auction. Absentee bids for later lots may continue to be accepted according to announcements or signs posted on the office window. A deposit may be requested on absentee bids over \$4,000.00. The auctioneer will bid the absentee bid against floor bidders. In the event of a tie, the floor bidder shall prevail. The Gallery assumes no responsibility for failure to execute any bid for any reason and absentee bids are made subject to the Conditions of Sale. Absentee bidders are requested to call after 11AM on the first weekday following the sale to find out if they were successful. The phone/absentee bidder guarantees to bid on the selected lot(s) at open bid of \$500.00, whichever is higher. A deposit may be requested on high value lots. Please note that Internet purchases are not available for pick up till the following day.

**6 NO TRANSFER.** No lots shall be sold, transferred, or assigned to anyone other than the winning bidder prior to the removal of the lot from the Gallery and only the winning bidder shall remove the lot.

**7 RISK AND LOSS.** In the event, delivery cannot be made because of loss due to fire, theft, or any other reason, the Gallery shall only be liable for the return of any deposits or payments made by the purchaser.

**8 NO WARRANTY ALL ITEMS "AS IS AND WHERE IS".** NO WARRANTY; ALL ITEMS SOLD "AS IS AND WHERE IS" THE GALLERY, ITS AGENTS AND EMPLOYEES, AND THE CONSIGNOR DO NOT WARRANT ANY LOT TO BE MERCHANTABLE OR TO BE SUITED FOR ANY PURPOSE AND THEY DO NOT ASSUME ANY RISK, LIABILITY OR RESPONSIBILITY FOR ANY PERSON AS TO AUTHENTICITY, GENUINENESS, CULTURE, SOURCE, ORIGIN, ATTRIBUTION, PERIOD, PURPOSE OR MEASUREMENTS OF ANY LOT. THESE CONDITIONS MAY NOT BE ALTERED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING, SIGNED BY AUCTIONEER AND BUYER. Any condition statement given to a client, is only an opinion and should not be treated as a statement of fact. The Gallery shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging. The Gallery strongly recommends that one reviews a condition report for each item on which one plans to bid.

**9 RIGHT OF RESCISSION.** Notwithstanding the preceding conditions, if within 21 days of the date of sale of any lot, the original purchaser (a) gives notice in writing to us alleging that the identification of Authorship (as defined below) of such lot is not substantially correct based on a fair reading of the catalogue (including the terms of glossary contained therein) and (b) within 10 days after such notice returns the lots to us in the same condition as at the time of sale and (c) establishes the allegation in the notice to our satisfaction then the sale of such lot will be rescinded and the original purchase price refunded. Nothing in this paragraph shall be construed as an admission by us of any representation of fact, express or implied, obligation or responsibility with respect to any lot. The purchaser's sole remedy in the physical condition and size, quality, rarity, importance, provenance, exhibition, and literature of historical relevance. Although our best judgment is used in attributing paintings, drawings and sculpture created prior to 1870 through the appropriate use of the glossary terms, and due care is taken to ensure the correctness of the supplemental material, the right of rescission does not extend to any possible errors or omissions therein.

**10 APPLICABLE LAW.** These Conditions of Sale shall be governed by and construed, interpreted, applied and enforced in accordance with the domestic laws of the State of California as applied to contracts entered into by residents of California and to be performed entirely within the State of California. By participating in any auction subject to these Conditions of Sale, it is agreed that all parties (including but not limited to, the Gallery, bidders, and purchasers) consent irrevocably and exclusively to venue in Alameda County in the State of California.

**11 ATTORNEY'S FEES.** In the event of a dispute, action, arbitration or other legal proceeding arising from the enforcement or interpretation of these Conditions of Sale, in addition to any other relief permitted by law, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

**12 PAYMENT.** Cash, cashier's check, wire transfer, personal check (items may be held until the check clears), and ATM, MasterCard, Discover & VISA accepted, but not for vehicles. International credit cards are not accepted for any payment. If any legal action is commenced to enforce these Conditions of Sale, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Time is of the essence.

**13 JEWELRY.** A buyer's responsibility is to examine any item(s) of potential interest carefully. This applies to all jewelry sold at Clars L.A., Gemstone weights are approximate. A very large majority of gemstones today are subjected to a variety of treatments/enhancements. This includes diamonds and colored stones; the purpose is to improve their appearance color and/or clarity. Treatments such as heat, diffusion, irradiated, HTHP, oiling, resin, bleaching, dyeing and impregnation are just a few techniques known today. Some treatments are combined, some permanent and others are not. Not all treatments are detectable using standard gemological equipment. Prospective buyers are therefore reminded that unless otherwise noted in the description(s), or condition report, it must be assumed that some form of enhancement may have been used. Regarding Laboratories Reports: only reflect the opinions of the laboratory on that date. Each Laboratory has their own strengths and weaknesses, therefore differing in degrees of grading and/or treatments. Watches must be examined carefully with the assistance of the Clars L.A. staff. We give our opinion of function only at the time of cataloging. Although we do attempt to mention in our description's significant defects, needed repairs, stones missing, enamel loss etc., we do not guarantee the accuracy or operation of any watch function. Condition reports are available for most pieces upon request. These reports contain more information that was observed during cataloging, other than the catalog descriptions. Images shown may appear smaller or larger than actual size.

**14 ENDANGERED SPECIES.** Certain property sold at auction such as Huanghuali, Huali, ivory, rhinoceros' horn, tortoise shell, coral or whalebone, irrespective of age or value, may require a certificate or license before exportation and additional certificate or license upon importation to another country. It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import license. Although licenses can be obtained to export some types of endangered species, other types of endangered species may not be exported at all, and other types may not be resold in the United States. Generally, please contact authorized shipper before sale if you require assistance in relation to export regulations. Please note that the ability to obtain an export certification or license does not ensure the ability to get an import certification or license in another country, and vice versa. The need for import license varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export license or any delay in obtaining of such licenses shall not permit the rescission of any Sale nor allow any delay in making on-time payment for the lot.

**15 OTHERS.** By bidding at auction, whether present in person, or by agent, by written bid, telephone or other means, the buyers shall be deemed to have accepted these Conditions of Sale and also accepted China Arts Auction has the right to pursue any remedies in any other jurisdiction in order to recover any outstanding sums due from the buyer. The rights and obligations of the parties with respect to the Condition of Sale, the conduct of the auction and any matters connected shall be governed and interpreted by the State of California laws.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED BIDDER CONFORMS WITH ALL THE FOREGOING TERMS AND CONDITIONS.

Bidder:

Print Name:

Date:

CLARS L.A.

License No. 32S387804 Bond No. 9150996

By:

PRINCIPAL AUCTIONEER