

## Buyer Condition of Sale

This notice is addressed by Ulric of England to any person expressing interest in a Lot, and to all persons expressing an interest to buy a Lot.

For ease of reference we refer to such persons as “you.” Our List of Definitions and Glossary is incorporated into this Notice to Prospective Buyers. It is at Appendix 3 at the back of this document. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

You should be alert to the possibility of changes and ask in advance of entering into a Contract of Sale/Purchase.

### 1. OUR ROLE

In Our role as Agent of Lots, We act solely for -and in the interests of- the Seller. We are responsible for ensuring Goods achieve the highest price obtainable.

We do not represent Buyers.

When We make statements about a Lot or, if We provide a Condition Report on a Lot it is doing so on behalf of the Seller of the Lot.

Ulric of England is a specialist only. Prospective Buyers who themselves do not have subject expertise, are advised to obtain independent advice on the Lots and their value before entering a Contract of Sale/Purchase.

The Seller has authorised Us to sell the Lot as its Agent on its behalf and, save where we expressly make it clear to the contrary, We act only as Agent for the Seller.

Any statement or representation We make in respect of a Lot is made on the Seller’s behalf and, unless Ulric of England sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buyer and the Seller and not with Us.

If We sell a Lot as principal this will either be stated in the Catalogue or an announcement to that effect, or it will be stated in a notice at the Sale or an insert in the Web Catalogue. We do not owe or undertake or agree to any duty or responsibility to the [prospective] Buyer in contract or tort (whether direct, collateral, express, implied, or otherwise). The terms of that contract are set out in our Buyer’s Agreement, at Appendix 2 at the end of this document. These terms govern Our relationship with the Buyer.

### 2. LOTS

Subject to the Contractual Sales Description printed in the Website Catalogue product page about the Lot (see paragraph 3 below), Lots are sold to the Buyer on an “as is” basis, with all faults and imperfections identified.

Product photographs contained in the Catalogue form part of the Contractual Description and are intended to enable prospective Buyers to make an informed choice;

A photograph or illustration may not reflect an accurate colours or true condition of a given Lot.

Lots are available for inspection at our Registered Office Address by prior arrangement and it is for you to satisfy yourself as to each aspect of a Lot, including authorship, attribution,

condition, provenance, history, background, authenticity, style, period, age, suitability, quality, origin, value and estimated selling price.

It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance; parts may have been replaced or renewed and Lots may not be of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition.

Additionally, and unless expressed otherwise in the Product sale page, in our opinion all Lots are authentic and representation by Us conforms to the Misrepresentation Act [1967] notwithstanding our opinion is ‘opinion only’ therefore prospective Buyers are advised to seek independent expertise and in so doing ensuring such Expertise is sufficiently reliable to conform to standards recognised by English Courts.

All Lots including mechanical items for example timepieces and/or parts are sold for their artistic, historic, or cultural interest and are unlikely to operate for the purpose originally intended, and/or be reliable and/or may not comply with current statutory requirements.

You should not assume electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a

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report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only.

Any person who damages a Lot will be held liable for the loss caused.

### 3. DESCRIPTIONS, ESTIMATES & CONDITION REPORTS

Contractual Description of a Lot. The Web Catalogue Product Page contains an Entry about each Lot. Each Lot is allocated a [7]-digit Stock Code, and sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. Opinion expressed for a given Lot represents Our opinion expressed on behalf of the Seller about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Where sale prices are disclosed these prices should not be relied on as an indication of the actual selling price or value of a Lot. Numerous factors influence the List price; the Seller may require a quick sale and/or be indifferent to the sale. Sale proceeds may be intended for multiple individuals and/or charities.

Condition Reports in respect of most Lots are disclosed on the web Product Page, Condition Reports outline general physical condition. While condition reports are in most cases 'complete' [and supported by photographic evidence of the Lot], prospective Buyers are advised to

telephone to establish detailed Condition Reports.

Additional Conditional Reports are offered without charge; therefore We are not entering into a contract with you in respect of the Condition Report and accordingly do not assume responsibility to you in respect of it.

The Condition Report for a given Lot represents Our reasonable opinion as to the Lot's general condition.

The Report is intended to enable prospective Buyers to make an informed choice [Misrepresentation Act 1967].

We do not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as prospective Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you  
The Seller does not make or agree to make any representation of fact or contractual promise, Guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer as set out above), in respect of the accuracy or completeness of any statement or representation made by the Seller or on the Seller's behalf, which is in any way descriptive of any Lot or as to the anticipated sale price of any Lot.

Other than as set out above, no statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any

Contract for Sale between a Seller and a Buyer.

The Contract for Sale for a Lot is with the Seller; We act as the Seller's Agent only (unless We sell the Lot as principal). We are not obligated to you to examine, investigate, or carry out any tests, either in sufficient depth or at all, on each Lot to establish the accuracy or otherwise of any Descriptions or opinions given by Us, or by any person on Our behalf, whether in the Web Catalogue or elsewhere. You should not suppose that such examinations, investigations, or tests have occurred.

We do not make or agree to make any representation of fact, and/or undertake obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Us or on Our behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Us or on Our behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement. Alterations Descriptions and Estimates may be amended at Our discretion from time- to- time by notice given orally or in writing before or during a Sale. THE LOT IS AVAILABLE FOR INSPECTION AND PROSPECTIVE BUYERS MUST FORM INDEPENDENT OPINION IN RELATION TO THE LOT. PROSPECTIVE BUYERS ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON THEIR BEHALF BEFORE ENTERING INTO A CONTRACT OF SALE/PURCHASE.

Lots may be viewed by prior arrangement at our Registered Office

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Address. For more details including Viewing Terms & Conditions please telephone during normal office hours.

### 4. CONDUCT OF THE SALE & ORDER FULFILMENT

The Sale/purchase of a given Lot is conditional to accepting our terms of sale/purchase, in particular;

We have complete discretion as to

#### Order Acceptance

whether the Sale/Purchase proceeds; we may decline orders for any reason or no reason, whether any Lot is included in the Sale, the way the Sale is conducted,

#### Order Fulfilment

Fulfilment timescales – order collection and/or order delivery are not of the essence, notwithstanding we undertake to fulfil orders within around 20-working days from receiving cleared-funds.

#### Order Collection Or Delivery

Orders may be collected from our registered office address by prior arrangement and following receipt of cleared funds, or shipped to the Delivery Address confirmed in writing by the Buyer.

#### Order Collection

Please advise your preferred collection days and times when you place your order.

#### Order Delivery

Please confirm your preferred courier and/or shipping method when you place your order.

#### Payment Methods

Bank Transfer is the standard payment method.

We are pleased to consider other payment methods before we accept your order.

Payment in full is required within 3-working days from invoice issue.

Sums are expressed in GBP £ Sterling. We do not provide currency conversion guidance. Electronic currency converter may be available from time-to-time. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given Lot. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

Prospective Buyers seeking currency guidance are advised to contact their preferred financial advisor.

### 5. MAKING AN OFFER

You must complete and deliver[pdf/e-mail] to us one of our Offer Forms, if you are a new client or have not recently updated your registration details with us, you must pre-register at least two working days before We submit your offer to the Seller.

You may be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, contact telephone number, government issued proof of your current 'home'

address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference before submitting your offer to the Vendor[s].

We reserve the right at our discretion to request further information to complete our client identification and to decline to submit your offer for any reason or no reason. We also reserve the rights postpone completion of the Sale of any Lot, and/or enter into a Contract of Sale with another Buyer at our discretion while we complete our registration and identification enquiries, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, or if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Us or be detrimental to Our reputation.

Once an invoice is issued it will not be changed. If there is any doubt as to the discounted price, payment methods, shipping, intransit-insurance, and/or other 'Order Fulfilment' issues you must draw this to our attention BEFORE you submit your offer to buy.

It is in your interest to return your completed MAKE AN OFFER form as soon as possible, as if we may elect to enter into a Contract of Sale with other Buyers: the first unconditional offer received to buy takes preference.

### MAKING AN OFFER - PAYMENT

Unless otherwise agreed in writing, payment must be made in full, within

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3-working days from the invoice date.

We may in addition request a financial reference and/or deposit from you prior to submitting your offer and/or entering a Contract of Sale-Purchase.

If you are entering into a Contract of Sale/Purchase as agent on behalf of another party, you agree: (i) to disclose this fact to Us; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your offer is successful, you are jointly and severally liable with the other party for the full amounts owing for the accepted offer.

Where your offer is successful, and the discounted price is equal or in excess £5,000.00 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you may be required to upload or provide to Us your Government issued photo ID and (if not on the ID) proof of your Name and address before the lot can be released to you.

We reserve the right to request ID documentation from prospective and/or successful Buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

### Companies

You must provide your full name, email, residential address, date of birth and the full name of the

company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to purchase.

We may in addition require a bank reference or deposit prior to accepting your order and/or offer to buy at a discounted price.

We may require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any prospective Buyer that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us.

We may at our discretion postpone or cancel your registration, decline your offer and/or cancel completion of any purchase you may make.

Entering a Contract of Sale/Purchase as agent on behalf of another (whether he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Us under any contract resulting from the acceptance of an offer. Equally, please let us know if you intend to nominate another person to buy on your behalf. If we approve the identity of your client in advance, we will be able to address the invoice to

your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any offers and/or direct sales/purchases made by the agent on his behalf. Please refer to our [Conditions of Business](#).

We undertake Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Our interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Ulric of England or vice versa.

### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND ULRIC OF ENGLAND

A Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase/Sale Price, plus any applicable VAT, shipping, and bespoke packaging. At the same time, a separate contract is also entered into between Ulric of England and the Buyer. This is our [Buyer's Agreement](#), the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement including the warranties as to your status and source of funds. We may change the terms of either or both agreements in advance of their being entered into, by setting out different terms in the Web Catalogue and/or

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by placing an insert in the Catalogue and/or by notices on our website and/or by oral announcements. It is your responsibility to ensure you are aware of the up-to-date terms of the Buyer's Agreement.

### 7. OTHER CHARGES PAYABLE BY THE BUYER

We do not charge a Buyer's Premium

#### In-Transit Insurance

Buyers may elect to purchase Intransit Insurance [see 11/below]

All orders are shipped by professional couriers using tracked and signed methods.

Buyers may elect to arrange order collection from our registered office, or request us to oversee delivery. We do not provide a delivery service.

#### Storage

Storage and handling charges may apply to the buyer where orders are not collected and/or dispatched within 20-working days from receiving cleared funds.

#### Payment

The Buyer is responsible for establishing and paying all transaction charges.

Card charges apply @ 2.0%

### 8. PAYMENT SECURITY

Card payments [secure e-mail invoicing] may be accepted from time-to-time, the payment sum up to £5,000.00, subject to appropriate verification procedures. If the

amount payable by you for Lots exceeds that sum, the balance must be paid by other means. Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only).

There is a £5,000.00 limit on payment value if payment is made in person using Chip & Pin verification. It may be advisable to notify your debit or credit card provider of your intended purchase in advance.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider such Sale would be unlawful or otherwise cause liabilities for the Seller or Us, or would be detrimental to Our reputation.

### 9. DISPATCH & STORAGE

Mail Order fulfilment applies to The Lot unless otherwise agreed in writing prior to the sale/purchase.

The Lot will not be dispatched and/or collected until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer) and in any event not before 3-working days.

For collection and removal of purchased Lots, please refer to the

specific Terms detailed in your Invoice/Contract of Sale/Purchase.

For collection and/or storage details, please contact us.

### 10. SHIPPING & IN-TRANSIT INSURANCE

Intransit-insurance on many Lots.

We do not offer intransit insurance for particularly fragile and/or large items, for example, Lots comprising porcelain and/or glass

The Buyer is responsible for risk intransit.

For information and estimates on domestic and international shipping as well as export licenses please telephone us and/or e-mail [legals@ulricofengland.com](mailto:legals@ulricofengland.com)

### 11. EXPORT/TRADE RESTRICTIONS

The Buyer is wholly responsible for complying with all export and import regulations relating to the Sale/Purchase to obtain any relevant export and/or import licence(s).

The need for import licences varies from country- to- country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot.

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Generally, if you require guidance on this Matter, please contact Us before entering a Contract of Sale/Purchase.

### 12. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at: <https://www.gov.uk/guidance/apply-for-cites-permits-and-certificate-to-trade-endangered-species#how-to-apply> or may be requested from:

Enquiries:

wildlife.licensing@apha.gov.uk

Applications:

CITESapplication@apha.gov.uk

Address: UK CITES Management Authority Centre for International Trade Horizon House, Deanery Road, Bristol BS1 5AH The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

### 13. LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale/Purchase, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Web Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of

Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitution claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitution remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we

are liable under the Occupiers Liability Act 1957.

The following symbols, shown beside the Lot stock number, are used to denote that VAT is due on the Sale Price and Buyer's Premium: † VAT at the prevailing rate on the Sale Price and Buyer's Premium Ω VAT on imported items at the prevailing rate on List Price and Buyer's Premium \* VAT on imported items at a preferential rate of 5% on List Price and the prevailing rate on Buyer's Premium G Gold bullion exempt from VAT on the List Price and subject to VAT at the prevailing rate on the Buyer's Premium • Zero rated for VAT, no VAT will be added to the List Price or the Buyer's Premium a Buyers from within the UK: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the List Price). Buyers from outside the UK: VAT is payable at the prevailing rate on both List Price and Buyer's Premium.

### 14. PAYMENT

Prospective Buyers are reminded to ensure readily available funds to pay for orders in full, BEFORE placing an order to buy a Lot.

We reserve the right to vary the terms of payment at any time.

Our preferred payment method is bank transfer. Funds may be transferred electronically to our Account following receipt of an invoice.

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Please quote the unique 7-digit stock code, brief description allocated to the item and invoice number as the reference.

Our Account details and associated order fulfilment information will be included with your invoice.

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice. Payment may also be made by one of the following methods by prior arrangement: Sterling personal cheque drawn on a UK branch of a bank or building society: cheques should be made payable to Ulric of England. Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only).

There may be a limit on payment value where payment is made in person using Chip & Pin verification.

### 15. Stamp & Book Sales

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections, and errors of Description notwithstanding prospective Buyers are invited to arrange to personally view a given Lot comprising stamps and/or books.

### 16. TIMEPIECES & MECHANICAL INSTRUMENTS

All Lots are sold "as is" and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs, or restorations. Most clocks and watches have been repaired during their normal lifetime and are therefore likely to incorporate parts not original to them. Furthermore, We do not represent and/or warranty any timepiece is in working order and/or will provide reliable time-keeping.

Timepieces often contain fine and complex mechanisms, Buyers should be aware a general service, or further repair work, for which the Buyer is solely responsible, may be necessary.

### 17. FIREARMS PROOF, CONDITION & CERTIFICATION

Proof of Firearms The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended

for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition. The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used. Guns Sold as Parts Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered

unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof. Condition of Firearms Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. A Prospective Buyer unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Buyers are advised to consult the ° of bore and wall-thickness measurements and should note guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. List guns should have their rebound mechanisms checked before use. The safety mechanisms for all guns must be tested before use. All measurements are approximate. Original Gun Specifications Derived from Gunmakers The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records. Licensing Requirements Firearms Act 1968 as amended is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, We are required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full

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payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned. Please be advised that if a successful Buyer is then unable to produce the correct paperwork, the Lot(s) will be reoffered for sale by Us, on standard terms for Sellers, and you will be responsible for any loss incurred by Us on the original Sale to you. In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a pdf copy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changes marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence. Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence. Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked Lots require no licence. Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries. Taxidermy and Related Items On behalf of the Seller of these articles, We undertake to comply fully with Cites and DEFRA regulations. Buyers are advised to inform themselves of

all such regulations and should expect the exportation of items to take some time to arrange.

### 18. FURNITURE

Whilst we take every care in cataloguing furniture which has been upholstered, we offer no Guarantee as to the originality of the wood covered by fabric or upholstery.

### 19. JEWELLERY & GEMSTONES

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin. Other treatments include staining, irradiation, or coating. These treatments may/not be permanent. Prospective Buyers should be aware Estimates assume gemstones may have been subjected to such treatments.

Several laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event We have been given or obtained certificates for any Lot these certificates will be disclosed in the Web Catalogue. Although, as a matter of policy, We endeavour to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event the Web Catalogue entry does not include a certificate,

prospective Buyers should assume gemstones may have been treated.

Neither Ulric of England or the Seller accept any liability for contradictions or differing certificates obtained by Buyers on any Lots after the Sale.

Estimated Weights If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Us. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and Prospective Buyers should satisfy themselves with regard to this information as to its accuracy.

Signatures 1. A diamond brooch, by Kutchinsky When the maker's name appears in the title, in Our opinion the piece is by that maker. 2. A diamond brooch, signed Kutchinsky Has a signature that, in Our opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered. 3. A diamond brooch, mounted by Kutchinsky has been created by the jeweller, in Our opinion, but using stones or designs supplied by the client.

### 20. PHOTOGRAPHS

Explanation of Catalogue Terms • "Bill Brandt": in our opinion a work by the artist. • "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in

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the preceding category. • “Signed and/or titled and/or dated and/or inscribed”: in our opinion the signature and/or title and/or date and/or inscription are in the artist’s hand. • “Signed and/or titled and/or dated and/or inscribed in another hand”: in our opinion the signature and/or title and/or date and/or inscription have been added by another hand. • The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term “vintage” may also be included in the Lot Description).

A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, “printed later” will appear in the Lot Description. • Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Web Catalogue without margins illustrated. • All photographs are sold unframed unless stated in the Lot Description.\*

\*Where an image is framed the frame and/or glass does not comprise part of the sale.

### 21. PICTURES

The following terms used in the Web Catalogue have the following

meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale: • “Jacopo Bassano”: in our opinion a work by the artist. When the artist’s forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named; • “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category; • “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction; • “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil; • “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil; • “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date; • “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist; • “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist; • “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

### 22. PORCELAIN & GLASS

We comply to U.K. law as far as practicable: disclosing all significant defects, cracks and restoration [Misrepresentation Act 1967]. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee Lots are without defects.

Prospective Buyers should satisfy themselves by inspection, as to the condition of each Lot. Due to the difficulty in determining whether an item of glass has been repolished, product descriptions refer only to visible chips and cracks. Items may/not have been re-polished, however we do not generally appraise and/or refer to ‘repolishing.’

### 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 our [Privacy Policy](#) can be found on our Website [www.ulricofengland.com](http://www.ulricofengland.com) or requested by telephone or post from our Registered Office Address.

## Buyer Condition of Sale

### APPENDIX 1

#### BUYERS SALE CONTRACT WITH SELLER IMPORTANT:

These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Our website, and/or by oral announcements where applicable. You should be alert to this possibility of changes and ask in advance of entering into a Contract of Sale/Purchase if there have been any. Under this contract the Seller's liability in respect of the quality of the Lot, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

#### 1 THE CONTRACT

1.1 These terms and the relevant terms for Buyers in the Notice to Buyers govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 are incorporated into this Contract for Sale and a separate copy can also be provided by Ulric of England on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between

the Seller and you through Ulric of England which acts in the sole capacity as the Seller's Agent and not as an additional principal. However, if the product description in the Web Catalogue states Ulric of England sells the Lot as principal, or such a statement is made by an announcement by Us, or by a notice at the Sale, or an insert in the Catalogue, then Ulric of England is the Seller for the purposes of this agreement.

1.4 The contract is made on the Agents' receipt of cleared funds as defined on the Buyers invoice.

### 2 SELLER'S WARRANTIES AND UNDERTAKINGS

2.1 The Seller undertakes to the Buyer that:

2.1.1 the Seller owns the Lot or is duly authorised to sell the Lot by the owner.

2.1.2 save as disclosed in the Entry for the Lot in the Web Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot.

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver, or administrator the Seller

is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Web Catalogue or announced by Us in writing) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to prospective Buyers or by an insert in the Web Catalogue, the Lot corresponds with the Contractual Description of the Lot, being the Sale Description - that part of the Entry about the Lot in the web Catalogue and with any photograph of the Lot in the Web Catalogue.

## Buyer Condition of Sale

### 3 DESCRIPTIONS

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Buyer acknowledges the Entry merely sets out (on the Seller's behalf) Our opinion about the Lot and which is not part of the Contractual

Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, Our Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Ulric of England and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate. No such Description or Estimate is incorporated into this Contract for Sale.

### 4 FITNESS FOR PURPOSE & SATISFACTORY QUALITY

4.1 The Seller and its Agent does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

4.2 The Seller and/or its Agent will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

### 5 RISK, PROPERTY & TITLE

5.1 Risk in the Lot passes to the Buyer upon collection/dispatch of the Lot from our warehouse and/or registered office.

The Seller will not be responsible thereafter for the Lot.

Collection/dispatch is by arrangement.

We do not provide a shipping service, however we are pleased to arrange courier/shipping on behalf of the Buyer to the delivery Address nominated by the Buyer and detailed on the Buyers' invoice.

Where the Buyer elects to use a courier/shipping Company to collect the Lot and/or we arrange shipping for the Buyer as instructed the contractor by prior arrangement and with whom you have separate contract(s) as Buyer.

The Buyer will indemnify the Seller and keep the Seller fully indemnified

from and against all claims, proceedings, costs, expenses, and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day We issued an invoice to the Buyer and/or until the Buyer obtains full title to it.

5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Us in relation to the Lot have been paid in full and received in cleared funds by Us, and (ii) We have completed Our investigations pursuant to clause 3.11 of the Buyer's Agreement with Us set out in Appendix 2 in the catalogue.

Title in the Lot transfers to the Buyer subject to Collection/dispatch of the Lot and in any event NOT Before the conditions defined in 5.2.

### 6 PAYMENT

6.1 Your obligation to pay the Purchase Price arises when we accept your order in writing.

6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Us. Unless agreed in writing with you by Us on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Us by you in the currency in which the Sale was conducted by not later than 17.00hrs on the third working day following the invoice-issue date.

The Buyer is responsible for ensuring funds are cleared by the seventh

## Buyer Condition of Sale

working day after the invoice-issue date.

Payment must be made to Us by Bank Transfer unless otherwise agreed with you in writing. If you do not pay in full any sums due in accordance with this paragraph, we reserve the right to cancel your order [see paragraph 8 below].

### 7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Us, the Lot will be released to you when: (i) We have received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Us and (ii) Ulric of England has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Us set out in Appendix 2 in the catalogue.

7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Our possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Us in respect of the Lot.

7.3 You should note that We reserve the right to withhold release of the Lot to you until investigations under paragraph 3.11 of the Buyers' Agreement [Appendix 2] have been completed to Our satisfaction.

7.4 Where we have agreed in writing for You to collect the Lot, You will collect and remove the Lot at your own expense from Our custody and/or control or from the Storage Contractor's custody in accordance with Our instructions or requirements.

7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

Where the Buyer elects to ship the Lot to a nominated Delivery Address the shipping Agreement is between the Buyer and the shipper/courier. The risk in-transit is the responsibility of the Buyer [Ulric of England Intransit Insurance/exemptions apply]

### 8 FAILURE TO PAY FOR THE LOT

8.1 If the Purchase Price for a Lot is not paid to Us in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Us but without further notice to you, to exercise one or more of the following rights (whether through Us or otherwise):

8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;

8.1.2 to remove the Lot from sale, to alter the sale price, to resell the Lot through a different sale stream with or without prior notice to you.

8.1.3 to retain possession of the Lot.

8.1.4 to remove and store the Lot at your expense.

8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract.

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until actual payment date;

8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession Us (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such

## Buyer Condition of Sale

Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Us; and

8.1.10 so long as such goods remain in the possession of the Seller or Ulric of England as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Us by you.

8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Us in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Us taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6

from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Us, within 28 days of receipt of such monies by him or on his behalf.

### 9 THE SELLER'S LIABILITY

9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after payment for the Lot is received by Us and/or the Seller.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,

9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Web

or orally, or by conduct or otherwise) and/or made before or after this agreement, prior to and/or or during the Sale;

9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any

indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's

liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller

## Buyer Condition of Sale

is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

### 10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale.

10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or e-mail transmission, if to the

Seller, addressed c/o Ulric of England at its Registered Office Address (marked for the attention of the Company Secretary), and if to you to the address of the Buyer given in the invoice and/or e-mail confirming intent to purchase (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure it is received in a legible form within any applicable time.

10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the Contract for Sale to Ulric of England will, where appropriate, include reference to Our officers, employees, and agents and to any subsidiary and to its officers, employees, and agents.

10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

10.8 In the Contract for Sale "including" means "including, without limitation.

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.

10.11 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.

10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Us, Our holding company and the subsidiaries of such holding company and the successors and assigns of Ulric of England and of such companies and of any officer, employee and agent of Ulric of England and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 11 GOVERNING LAW

All transactions to which the Contract for Sale applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

## Buyer Condition of Sale

Ulric of England has a complaints procedure in place. For more information, please refer to our [Complaints Policy & Procedure](#).

### APPENDIX 2 BUYER'S AGREEMENT WITH ULRIC OF ENGLAND IMPORTANT:

These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

#### 1 THE CONTRACT

1.1 These terms govern the contract between Ulric of England and the Buyer, being the person to whom We have issued an invoice.

1.2 [The Definitions and Glossary](#) are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Buyers, printed in the Web Catalogue product sale page, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the Notice to prospective Buyers the Contract for Sale of the Lot between you and the Seller is made when your order is accepted by us in writing, for clarity order acceptance may include an invoice and/or written communication expressing intent to fulfil the order in respect of the Lot.

When your order is accepted a separate contract is also made between the Buyer and Ulric of England on the terms in this [Buyer's Agreement](#).

1.4 We act as Agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless We sell the Lot as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the Notice to Buyers or otherwise notified to you, store the Lot in accordance with paragraph 5;

1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once we have received, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9

and 10. 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Web Catalogue, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless We sell the Lot as principal) made as agent on behalf of the Seller.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

#### 3 PAYMENT & BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Buyers, you must pay to us not later than 16.30hrs on the third working day following the invoice date.

3.1.1 the Purchase Price for the Lot;

## Buyer Condition of Sale

3.1.2 we do not charge a Buyer's Premium

3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Buyers together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 Unless otherwise agreed in writing all payments to us must be made in Our trading currency, GBP £ Pounds Sterling. Our invoices will only be addressed to the Buyer unless the Buyer is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to Us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we

will have the rights set out in paragraph 7 below.

3.7 Where your invoice comprises more than one Lot and/or We issue multiple invoices to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Us.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria; and further;

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase are not linked with criminal activity including without limitation money laundering,

tax evasion or terrorist financing, and that you are not under investigation or neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through Us are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to Us relying upon your customer due diligence,

## Buyer Condition of Sale

undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you.

In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

### 4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our Us.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Buyers Collection Notice.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Buyers for collection on the days and times

specified in the Notice to Buyers. Thereafter, the Lot may be removed elsewhere for storage, and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Buyers.

4.4 If collection and/or dispatch of the Lot is unduly delayed by you you authorise us, acting in this instance as your Agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Us and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £12.00 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph

4.4.1 These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by Us as Agent on behalf of the Seller or held by the Storage Contractor as Agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree you will not be permitted to collect the Lot from Our registered office and/or the Storage Contractor's premises until you have paid the Purchase Price, any Expenses, and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

### 5 STORING THE LOT

We agree to store the Lot until the earlier of dispatching your Order by courier and/or removal of the Lot by You and as defined in the Invoice and/or any written communication and in any event by PRIOR ARRANGEMENT from our Registered Office Address, no later than 16.30hrs on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the agreed time and date (or if no date is specified, by 16.30hrs on the seventh day after the Sale) we may remove the Lot to our Warehouse and/or another location.

If you have not paid for the Lot in accordance with paragraph 3, the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Our order and

## Buyer Condition of Sale

we will retain Our lien over the Lot until we have been paid in full in accordance with paragraph 3. 6

### 6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the Lot passes to the Buyer (i) on collection of the Lot by the Buyer and/or the Buyers' nominated representative, and/or (ii) collection/dispatch of the Lot by your chosen courier and in any event (iii) not before we have received cleared-funds and/or investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you upon collection and/or dispatch of the Lot whichever is the earlier, and you are advised to obtain storage insurance in respect of the Lot as-soon- as possible after your omission to collect the Lot and/or agree to our dispatch of the Lot on your behalf by your chosen courier/method.

### 7 FAILURE TO PAY OR TO REMOVE THE LOT & PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above

the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

7.1.7 to re-list the Lot for sale on Our web site at the same and/or a different price, to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on two months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to accept future Orders from you and/or your nominated representative.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we

## Buyer Condition of Sale

become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than the Buyer and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our discretion, manage the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or

8.1.2 deliver the Lot to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator, or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

### 9 FORGERIES

9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9. 9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original

invoice was made out by us in respect of the Lot and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and

9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence supporting your claim and details of the Sale and Lot number sufficient to identify the Lot.

9.3 Paragraph 9 will not apply in respect of a Forgery if:

9.3.1 the Entry in relation to the Lot contained in the Web Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy

## Buyer Condition of Sale

ourselves that the Lot is or is not a Forgery.

9.5 If we are satisfied that a Lot is a Forgery we will (as principal) offer to represent the Lot for sale, the representation will disclose all issues relating to the Lot in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

### 10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including Entries made on Our Website, or orally, or by conduct or otherwise) and whether made before

or after this agreement or prior to or during the Sale.

10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:

10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments and/or timepiece mechanisms; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged

to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot (less any sum you may be entitled

to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable

## Buyer Condition of Sale

under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a “non-conforming Lot”), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the Lot and that invoice has been paid; and you notify us in writing as soon as

reasonably practicable after you have become aware that the Lot is or may be a nonconforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing) that the Lot is a non-conforming Lot; and within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot but not if:

the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or the Entry in the Web

Catalogue in respect of the Lot reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the Lot is a non-conforming Lot only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the Lot was listed in the Catalogue under “collections” or “collections and various” or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements. If we are reasonably satisfied that a Lot is a non-conforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the Purchase Price and Buyer’s Premium paid by you in respect of the Lot. The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

### 12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability and will not affect its interpretation.

12.8 In this agreement “including” means “including, without limitation”.

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit

conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Ulric of England, it will also operate in favour and for the benefit of Our holding and/or sister company and the subsidiaries of such and the successors and assigns of Ulric of England and of such companies and of any officer, employee and agent of Ulric of England and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/ or restriction within

## Buyer Condition of Sale

and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

Ulric of England has a complaints procedure in place. For more information, please refer to our [Complaints Policy & Procedure](#).

### DATA PROTECTION

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).

Our [Privacy Policy](#) is on our Website [www.ulricofengland.com](http://www.ulricofengland.com) and/or a copy may be requested from Our Customer Services Department, [info@ulricofengland.com](mailto:info@ulricofengland.com).

by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).

Buyer Condition of Sale  
[legals@ulricofengland.com](mailto:legals@ulricofengland.com)

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