

1. General provisions: Each bidder is deemed to act on his own account and in his personal name and is held personally responsible for the payment of the lots which will have been awarded to him even if he has acted as an agent for a third person.

He declares to have read the general conditions of sale and to accept them.

The MJV SOUDANT auction room reserves the right to refuse any bids, to ask an unknown bidder to for convincing references but also a deposit before the auction if the auction room deems it necessary.

The highest last bidder will be the successful bidder. He will be required to pay the auction price of the lot within 5 working days of the sale, increased by 26% for costs and VAT and 2 euros for fixed administrative costs per lots acquired. (the sale cost will be of 27% on thematic or specialized sales)

In accordance with current legislation, cash payments are limited to € 3,000 per purchase slip. "Regardless of the total amount, a payment cannot be made or received in cash above 3,000 euros, as part of an operation or a set of operations that appear to be linked" (Book III, art 67, § 2 Code of Economic Law).

In the event of a dispute during the sale or of an auction error, the lot will be represented for sale, the judicial officer acting as sovereign will rule on any dispute that may arise during the sale.

As the MJV SOUDANT auction room is subject to the special margin regime, all sales to a citizen of the European Union are subject to this regime, so VAT will not be refunded.

2. It is possible to take out purchases from the Tuesday following the sale after full payment in cash up to 3000 euros or by credit card, and provided that the lots are prehensile and accessible at that time.

Otherwise, buyers are required to pay and take possession of the lots awarded to them within 5 working days of invoicing. Buyers are required to pay and take possession of the lots awarded to them within 15 working days of payment.

After this period, the MJV SOUDANT auction room reserves the right, without prior notice, either to put the paid lots back on sale, not removed, or to have them transferred to storage at the expense, risk and perils of the buyer. A flat rate of € 5 per day and per lot will be charged to the buyer's account for items not collected. The fixed price will be 10 € for the furniture. (1 chair = 1 element)

In the event of forced resale, no claim will be accepted in the event of a loss.

The buyer is deemed to come and collect his lots within 15 working days accompanied by his own labor and his own packaging material.

The greatest care is devoted to the auctioned items, responsibility is transferred to the buyer as soon as the hammer is struck, under no circumstances can the MJV SOUDANT auction room be held responsible for loss or damage.

3. Any unpaid sum on its due date bears interest for delay as of right and without prior notice at the rate of 10% per year. In addition, in the event of non-payment on the due date, the amounts due are automatically increased by a 15% flat-rate indemnity by way of contractual damages, with a minimum of € 75 and regardless of late interest. In addition, these costs will be added to a custody fee of € 5 per day and per lot with a minimum of € 50.

Without prejudice to legal proceedings in payment to be borne by the defaulting buyer, the unpaid lots within the period indicated above may be put back to adjudication on a crazy auction as soon as the MJV SOUDANT auction house deems it appropriate. In this case, the buyer will be required to pay any difference in price as well as all costs and disbursements relating to sales required to be able to re-award the lot. He will not be able to claim the excess if there is any.

Full ownership of a purchase occurs only after full payment by the buyer.

Failing this, the auction room reserves the right to re-sell the lot (s) with unpaid balances in a future sale.

Presented without reservation and to the highest bidder, the proceeds of the sale will be used in the first place to clear the unpaid invoice.

The balance will be returned to the defaulting buyer. No claim can be accepted in the event of financial loss.

Likewise, the defaulting buyer may not under any circumstances claim any right to any benefit, as full ownership has not been allocated to him.

Our payment terms are listed in §1.

4. If you cannot attend the public sales, you can fill out a purchase order, in which case the offers cannot be below 50 € and must reach us no later than the day before the auction. sale at 7 p.m. The auction room reserves the right to require guarantees from the prospective buyer before validating his request and reserves the right to refuse an offer which in its eyes seems doubtful or which does not present sufficient guarantees and without having to justify itself. . We can also phone you during the sale. Your telephone purchase orders must also reach the venue the day before the sale at 7 p.m. at the latest.

It is important to note that a telephone auction request commits you to a firm offer to purchase corresponding to the low estimate.

This applies even if the buyer is unreachable at the time of the sale.

Please check this value carefully before confirming your telephone request.

The sales room takes the best care of the orders thus received. However, it cannot be held responsible for any omission of the orders thus received. In addition, MJV SOUDANT cannot be held responsible for the buyer's errors in indicating the lot number, or the telephone number where he should be called, or his e-mail address, nor for any problems. in establishing communication. In the event of equivalent offers, priority is always given to buyers present at the public sale session. In the event of a tie between two written offers, the offer received first takes priority, the offer number being proof.

5. The indications appearing in catalogs, advertisements, brochures or any other writings emanating from the auction room, must be considered as simple indications which in no way engage the responsibility of the auction room MJV SOUDANT. This does not guarantee the accuracy of a declaration relating to the author, nor the origin, date, age, attribution, provenance, weight, condition or material of the lot. No employee of the MJV SOUDANT sales room is authorized to give any guarantees in this regard. Consequently, the buyers must make sure themselves before the sale,

of the nature of the lots and their material condition. The authentications that accompany the works and emanating from a beneficiary, an artist himself, an heir, an authoritative expert's office are precious documents but for which the MJV SOUDANT auction room has no responsibility whatsoever.

#### 6. Resale right

When selling certain original works, a resale right is due to the author or his heirs, provided that the author has not been deceased for more than 70 years.

This resale right is calculated on the sales price excluding tax, provided that this amounts to a minimum of € 2,000 and amounts to 4% for the portion of the sale price up to € 50,000, 3% up to 'to € 200,000, 1% up to € 350,000, 0.5% up to € 500,000 and 0.25% beyond, without the resale right exceeding € 12,500 per work of art and per resale.

The resale right is collected by MJV SOUDANT and transmitted to the bodies with the power of collection, as provided for by the legislation in force.

The MJV SOUDANT auction room makes every effort to be able to announce during the sale the application of the resale right to a work. These will be marked with a colored dot during the exhibition and the words "droit de suite". However, if it turns out after the sale that a work not announced as such is subject to the resale right, the MJV SOUDANT auction room will nevertheless be legally obliged to claim the resale rights to the purchaser at the time of payment, removal or even after removal, any purchaser expressly waiving any recourse of any nature whatsoever and irrevocably committing to pay the resale duty on the first request.

#### 7. Online shopping.

It is possible to buy via the Drouot Live, Invaluable, or Lot-tissimo platforms, etc ...

These organizations are independent partners of the auction house.

So in addition to the 26% auction fee, a surcharge applies for purchases made via live.

+ 1.5% for Drouot

+ 5% for Invaluable

+ 3% for Lot-tissimo

Our general conditions of sale also apply to purchases via these platforms. The right of withdrawal from auctions does not apply

8. For thematic or specialized sales, our selling costs will be 27%, for purchases via the Internet platform the surcharge will apply in addition.

#### 9. Shipping

We do not ship ourselves. Our auction house will not be responsible for the shipping of your purchase.

For small items, we can proceed with the packaging before mailing or taking charge by your shipper. The services could be charged and will be invoiced separately. Please contact us for detailed solutions with professional carrier.

10. The contract between the parties is subject to Belgian law. Any disputes to which this contract could give rise will be submitted exclusively to the jurisdiction of the courts of Charleroi or the Justice of the Peace of the canton of this place and in French. When the SRL MJV SOUDANT is plaintiff, it reserves the right to bring its action before other courts. These general conditions are an integral part of the contract concluded with the seller. By the words "read and approved" and his signature on the front, the depositor declares to have read and accepted without reservation the above general conditions even if they are in contradiction with his own general or particular conditions.