

## **1000 FINARTE** Brescia, 13 Maggio 2019



1957, 11th – 12th May XXIV Mille Miglia – Coppa Franco Mazzotti Fiat 8V (Carrozzerie Speciali Fiat) #319 Antonio Siddi (© Giorgio Nada Editore Novafoto Sorlini)

GAGGI

aquinas de cafe

319

acchine caffe



# **1000 FINARTE**

## ASTA / AUCTION

Automobili / Cars Lunedì 13 maggio 2019 ore 18.00

Monday 13<sup>th</sup> May 2019 at 6.00 p.m.

> lotti 229 - 271 *lots 229 - 271*

### **ESPOSIZIONE / EXHIBITION**

Sabato 11 e domenica 12 maggio ore 10.00-18.00 Saturday 11<sup>th</sup> May and Sunday 12<sup>th</sup> May 10 a.m - 6 p.m.

> Lunedì 13 maggio ore 10.00-13.00

Monday 13<sup>th</sup> May 10 a.m - 1 p.m.

MUSEO MILLE MIGLIA Viale della Bornata nº123, Brescia



Per partecipare a questa asta online online bidding platform: www.finarte.it

Automobilia / *Automobilia* Lunedì 13 maggio 2019 ore 15.00

> Monday 13<sup>th</sup> May 2019 at 3.00 p.m.

> > lotti 1 - 228 *lots 1- 228*



## INFORMAZIONI SU QUESTA VENDITA / INFORMATION ON THIS SALE

#### PAGAMENTI LOTTI ACQUISTATI PAYMENTS

I pagamenti dei lotti acquistati potranno essere effettuati il giorno 14 e 15 maggio 2019 presso / Payments can be made on the 14 th and 15th of May 2019 at:

Museo delle Mille Miglia Sala Canestrini Viale della Bornata 123 Brescia Tel.: 02 33638021

A partire dal giorno 16 maggio 2018, presso la nostra sede / From the 16th of May 201) payments can be made at our offices:

Finarte SpA Via Paolo Sarpi, 6 20154 Milano Tel.: +39 02 33638022 Tel:. +39 02 33638023 Fax +39 02 28093761

#### RITIRI LOTTI ACQUISTATI LOT COLLECTION Martedì 14 maggio tutti i lotti

"autovetture e parti meccaniche" verranno trasferiti presso il magazzino On Tuesday the 14th of May all the lots will be transferred to the warehouse:

Noci Motor Classic Via Sabbiata 15 Robecco D'Oglio (CR). Tel. +390372921641 info@nocimotorclassic.com

A partire dal giorno 20 maggio 2019, previo appuntamento, sarà possibile effettuare il ritiro dei lotti acquistati presso Noci Motor Classic. Dal giorno 29 maggio sarà addebitata per ciascuno lotto una somma mensile pari a € 120 + IVA per le spese di deposito.

From the 20nd of May 2019, the clients may collect the lots by making an appointment at Noci Motor Classic. From the 29th of May, a monthly sum equal to  $\notin$  120 + VAT will be charged for each lot for storage costs.

#### Giovedì 16 maggio tutti i lotti di **memorabilia** verranno trasferiti presso la sede di Finarte via Paolo Sarpi 6, 20154, Milano, dove potranno essere ritirati

On Wednesday the 16th of May, all the lots of **memorabilia**, will be transferred to our offices in via Paolo Sarpi 6, 20154, Milano, where can be collected. Il passaggio di proprietà dei lotti acquistati sarà gestito da / the change of ownership will be managed by:

AGENZIA LA LUNA DI CADEI STEFANO Via Guglielmo Marconi 1 25036 Palazzolo Sull'Oglio (BS) +39030 7300115 agenzialaluna.stefano@gmail.com

COMMISSIONI D'ACQUISTO OFFERTE TELEFONICHE / CLIENT SERVICE AND ABSENTEE BIDS

Grazia Besana Tel.: +39 02 33638021 Fax +39 02 28093761 g.besana@finarte.it

#### Le offerte telefoniche dovranno pervenire entro le 24 ore prima dell'inizio dell'asta

Telephone bids need to be received no less than 24h before the auction.

#### MARKETING E COMUNICAZIONE

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CONDITION REPORT

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CATALOGO / CATALOGUE € 30

**Progetto grafico /** *Graphic Project* Samuele Menin

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**Testi** / Text Sandro Binelli, Andrea Denini, Edoardo Baj Macario

**Fotografie /** Photographs Edoardo Baj Macario

#### Si ringraziano per la collaborazione

We would like to thank for their collaboration:





#### Noci Motor Classic



## DIPARTIMENTO DI AUTOMOTIVE / AUTOMOTIVE DEPARTMENT

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#### Sandro Binelli

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## in collaborazione con / in collaboration with

Stefano Ferrari Ricerche Storiche e Automobilia Historical Researches and Automobilia

Andrea Denini Ricerche Storiche /Historical Researches

**Carlo Vaccari** Esperto automobili / Senior Car Specialist

Sandro Binelli Ricerche Storiche / Historical Researches

Paolo Binelli Ricerche Storiche e documenti Historical Researches and Car Paperwork Management È per me un grande piacere presentare per il secondo anno il catalogo dell'asta 1000 FINARTE, edizione 2019, dedicata alla mitica 1000 MIGLIA, gara unica e affascinante, ricca di storia e passione. Gara, la cui rievocazione ho avuto il privilegio di organizzare dal 2008 al 2012.

A distanza di un anno dal suo ritorno alle aste di automobili e automobilia, Finarte confortata dal successo dell'asta che a maggio 2018 ha realizzato tre record mondiali Fiat, organizzerà una seconda edizione, sempre a un giorno dalla partenza della Mille Miglia. Finarte propone nuovamente un'asta tematica dedicata, tra le altre, alle vetture che presero parte alla 1000 Miglia, a quelle eleggibili per le sue rievocazioni e all'affascinante automobilia legata alla freccia rossa.

Il Dipartimento Automotive dedica molta attenzione alla ricerca storica e iconografica, in collaborazione con AUTOMOTIVE MA-STERPIECES, nonché a fornire trasparenti informazioni sull'eleggibilità delle vetture alla rievocazione storica.

Le proposte sono nuovamente entusiasmanti: per la prima volta a 1000 FINARTE verrà messo all'asta un marchio automobilistico che ha contribuito a creare la storia dell'automobilismo sportivo e della Mille Miglia dopo la guerra. Addirittura otto le vetture "anteguerra" proposte, tutte di rilievo assoluto e rare versioni, quando non pezzi unici. Le vetture del dopoguerra cominciano con la prima vettura motorizzata Ermini e si dividono equamente tra Sport vittoriose e elegantissime Gran Turismo con pedigree di proprietari importanti nella storia dell'automobilismo.

Completano le proposte in asta una selezione di vetture non eleggibili Mille Miglia ma di rilievo assoluto. Sono un "hors d'oeuvre" per stuzzicare la curiosità dei collezionisti; un'anteprima di quanto verrà proposto alla nuova asta che Finarte sta preparando in concomitanza con il salone Auto e Moto d'epoca a Padova, nell'ottobre di quest'anno.

Anche quest'anno, verranno proposte delle vetture che verranno presentate in occasione dell'asta e disponibili in trattativa privata. Per informazioni richiedere il fascicolo "Private Selection" e contattare il Dipartimento.

Infine, l'automobilia legata alla freccia rossa quest'anno è ancora più ricca, al punto da meritare e richiedere un catalogo a sé. Anche per le informazioni sul catalogo "Automobilia" vi invitiamo contattare il Dipartimento.

1000 FINARTE al Museo Mille Miglia: una guida attenta per trovare l'auto giusta per la Mille Miglia (e non solo!), per investire su automobili rare e dal grande passato sportivo documentato.

#### Sandro Binelli Capo Dipartimento Automotive, Finarte

It gives me great pleasure to present for the second year the catalogue of the 1000 FINARTE 2019 auction dedicated to the legendary Mille Miglia, a unique and fascinating race, rich in history and passion. A race, whose re-enactment I have had the privilege of organising from 2008 to 2012.

Finarte - after its auction's success in May 2018 with its three Fiat world records - is organising a second auction that is taking place one day before the start of the famous race. Finarte presents once more a thematic auction dedicated to the cars that took part in the Mille Miglia, those eligible for its re-enactments and the fascinating automobilia linked to the red arrow.

The Automotive Department pays much attention to historical and iconographic research, in collaboration with AUTOMOTIVE MASTERPIECES, as well as to provide transparent information on the eligibility of the cars for the historical re-enactment.

The lots at auction are again quite exciting: for the first time at 1000 Finarte an automobile brand that helped create the history of motor racing and the post-war Mille Miglia. The catalogue also presents eight "pre-war" cars, all of utmost importance, some of them unique. The list of post-war cars starts with the first Ermini engined car and is comprehensive both of winning Sports cars and exquisite Gran Turismo cars, with pedigrees of some of the most prominent owners in motoring history.

The lots are completed by a selection of cars non-eligible for Mille Miglia, nonetheless of absolute importance for the automotive history. They are an "hors d'oeuvre" to excite the curiosity of collectors; a preview of the cars that are going to feature in Finarte's upcoming fall auction, to be held on the occasion of the Auto e Moto d'epoca motor-show in Padua in October this year.

Once more, Finarte proposes cars to be sold in private negotiations. For more information, please do not hesitate to contact the Department and request the "Private Selection" brochure.

Finally, this year, the section of the auction dedicated to the Mille Miglia's automobilia is even more vibrant, and it has its separated catalogue. We invite you to contact the Department for more information on the lots and to receive the Automobilia's catalogue. 1000 FINARTE at the Museo Mille Miglia: an attentive guide to finding the right car for the Mille Miglia and, and the perfect occasion to invest in rare cars with a great documented sports past.

## QUANTO VALE L'ELEGGIBILITÀ?

Ogni anno la Mille Miglia rappresenta per i cultori delle auto storiche un evento unico, dove è possibile ammirare alcune tra le auto più importanti e rare che esistano al mondo.

Il fatto che non tutte le auto che si iscrivono a questo evento possano essere ammesse scatena una vera e propria "caccia al tesoro" da parte dei collezionisti. Le auto, la cui partecipazione ad una delle edizioni originali è stata documentata e certificata, hanno un valore nettamente superiore rispetto ad un altro esemplare dello stesso anno che non ha corso la mitica competizione. Lo stesso vale per i modelli eleggibili. Un esemplare di un modello identico a quello che ha corso la gara di velocità del 1957 vale certamente di più dello stesso modello del 1958.

Ciò si può attribuire al fatto che un'auto Mille Miglia coniuga il meglio di cuore e ragione: consente la partecipazione alla rievocazione con vari livelli di accettabilità ed è sempre un investimento. Il collezionismo di alto livello si può trasformare sempre in un'occasione di business intrigante. Allocare parte del proprio patrimonio in un'auto Mille Miglia equivale ad avere un asset strategico, di sicura rivalutazione.

Grazie all'innalzamento dei valori di questi beni da collezione negli ultimi 10 anni, si è creato un vero e proprio "micro-universo" parallelo alle classiche inserzioni, fatto di passaparola, mediatori e soprattutto importanti investitori. La maggior parte delle vendite di queste auto avvengono quasi sempre senza l'utilizzo di inserzioni e di pubblicità alcuna. Per via della forma strettamente privata di questo tipo di transazioni, spesso e volentieri sono pochi coloro che conoscono quali siano i valori effettivi delle auto che corsero la Mille Miglia o di alcune vetture eleggibili rare. Allo scopo di valorizzare questa tipologia di auto da collezione, Finarte ha deciso di organizzare 1000 Finarte, **la** 

prima asta pubblica interamente dedicata alla Mille Miglia, grazie a cui potrete entrare in modo affidabile e sicuro nel mondo del collezionismo di auto storiche ad essa collegate.

## HOW MUCH IS ELIGIBILITY WORTH?

Each year the Mille Miglia represents for the connoisseurs of the historic cars world a unique event, which makes it possible to admire some of the rarest cars in the world.

Given that not all the cars that sign up for this event can ultimately participate in the race, collectors start real "treasure hunts" to find eligible vehicles.

The cars, whose participation in one of the original race's editions has been documented and certified, have a much higher value compared to other exemplars of the same year that did not run the legendary competition. The same applies to the eligible models. A model identical to the one that ran the 1957 Mille Miglia race certainly holds more value than the same model of 1958.

A car that ran the Mille Miglia combines the best of reason and heart: it allows the participation in the re-enactments, with various levels of acceptability, and is always an investment. High-Level collecting can indeed turn into an intriguing business opportunity. Allocating part of your assets in a Mille Miglia car is the equivalent of having a strategic asset, with an appreciable revaluation.

Thanks to the rising values of these collector's goods in the last ten years, a real "micro-universe" has been created, parallel to the classic listings, made of word of mouth, mediators and, above all, investors.

Indeed, the sales of these cars mostly happen without the use of advertisements and listings, and due to the strictly private nature of these transactions, very often few are those who know what the actual values of the vehicles which ran the Mille Miglia or that are eligible for the re-enactments are.

With the clear intent to valorise best this type of collector's car, Finarte has decided to organise 1000 Finarte, the first public auction entirely dedicated to the Mille Miglia cars, though which you will be able to safely and reliably enter the world of cars' collectors.



Automobilia / Automobilia Lunedì 13 maggio 2019 ore 15.00 Monday 13<sup>th</sup> May 2019 at 3.00 p.m.

lotti 1 - 228 *lots 1- 228*  Coppe, spille, medaglie, numeri unici, manuali e brochure, fotografie, documenti inediti, autografi dei protagonisti, cimeli e molto altro ancora per LA PIÙ GRANDE ASTA AL MONDO DI AUTOMOBILIA DEDICATA ALLA FRECCIA ROSSA RICHIEDI IL CATALOGO: AUTOMOTIVE@FINARTE.IT

Cups, pins, medals, special issues, manuals and brochures, photographs, unpublished documents, autographs of the protagonists, memorabilia and much more at THE BIGGEST AUCTION IN THE WORLD OF AUTOMOBILIA DEDICATED TO THE RED ARROW REQUEST THE CATALOGUE: AUTOMOTIVE@FINARTE.IT

## 258 **1955 AC ACE SN AE71 (AC)** NUM. TELAIO • CHASSIS NO. AE71 NUM. MOTORE • ENGINE NO. UMC2137M

STIMA • ESTIMATE 320.000,00 - 340.000,00 €

UTI

- Eleggibile Mille Miglia, in quanto con motore AC.
  Vero pezzo da collezione: prodotti soli 223 esemplari.
  Auto proveniente dalla collezione Franzi.
  Ottimo investimento.

A REASEA

N12 215

0

-07

93

- Mille Miglia Eligible, as powered by an AC engine.
  Real collector's item: only 223 units built.
  The car comes from the Franzi collection.

- An excellent investment.

"Questa auto entusiasmante ha le caratteristiche essenziali richieste da uno sportivo. Il telaio ultraleggero assicura un rapporto peso potenza tale da permettere accelerazioni eccezionali, e velocità superiori alle 100 miglia all'ora." Da una brochure pubblicitaria dell'epoca.

#### IL MODELLO

Presentata al British International Motor Show dell'ottobre 1953, la AC Ace era essenzialmente una versione rielaborata della LOY 500, la bella auto sportiva progettata da John Tojeiro con la quale Cliff Davis aveva conquistato sei vittorie e quattro secondi posti durante quell'anno (oltre al nono posto assoluto alla Nove ore di Goodwood). Tojeiro aveva assicurato che il telaio tubolare a longheroni della Ace godesse della stessa maneggevolezza di quelli della sua concorrenza, dotandolo di sospensioni indipendenti con balestra trasversale, sia all'avantreno che al retrotreno. Progettata e disegnata sulla base della LOY 500 (essa stessa un omaggio alla Ferrari 166 MM Barchetta, carrozzata dalla Carrozzeria Touring), la Ace era probabilmente ancora più bella e godeva di maggiore personalità. La versione di serie mostrava il tocco del progettista AC, Alan Turner, e la carrozzeria in alluminio era stata progettata e costruita da Eric George Gray. L'influenza stilistica della Ferrari 166 MM Barchetta era ancora visibile, ma, soprattutto nella parte anteriore, non era più una copia, ma un vero e proprio capolavoro di stile. Il telaio di Tojeiro era relativamente semplice, con due

"This exciting car has the essential features required by the Sportsman. The ultra-lightweight chassis provides a power-weight ratio to allow exceptional acceleration and road speeds over 100 miles per hour." (Extract from a 1950s' brochure).

#### THE MODEL

Presented at the British International Motor Show in October 1953, the AC Ace was essentially a reworked version of the LOY 500, the beautiful sports car designed by John Tojeiro with which Cliff Davis had won six times and gained four second places during that same year (in addition to the absolute ninth place at the Nine hours of Goodwood). Tojeiro had ensured that Ace's tubular ladder frame enjoyed the same manoeuvrability as those of its competitors, equipping it with independent suspensions with transverse leaf spring, both at the front axle and the rear axle. Designed afterwards the LOY 500 (a tribute to the Ferrari 166 MM Barchetta, bodied by the Carrozzeria Touring), the Ace was probably even more beautiful and had a better personality. The production version showed the hand of the AC designer, Alan Turner, and the aluminium body was designed and built by Eric George Gray. The stylistic influence of the Ferrari 166 MM Barchetta was still visible, but, especially in the front-end, was no longer a copy, but a true masterpiece of style. Tojeiro's chassis was relatively simple, with two main tubular rails supporting the differential







longheroni tubolari principali a sorreggere il differenziale, lo sterzo a cremagliera di derivazione sportiva, le balestre trasversali e bracci trasversali inferiore, mentre la carrozzeria era sorretta da una struttura in acciaio. La bassa carrozzeria permetteva un'eccellente maneggevolezza pur non essendo dotata di barra antirollio. Aveva una velocità massima di circa 105 mph (170 km/h). Entrata in produzione nel 1954, questa splendida due posti con carrozzeria in alluminio fu inizialmente alimentata dal motore 6 cilindri in linea da 1991 cc della AC, progettato da John Weller, fondatore della AC. Il motore a distribuzione monoalbero in testa era alimentato da tre carburatori SU e produceva circa 85 cv; un risultato che ben si confrontava con i 90 cavalli erogati dal quattro cilindri di 2660cc delle "Big Healeys" contemporanee. Sebbene il motore AC risultasse sconfitto in termini di prestazioni dalle unità più potenti Bristol e Ford (che avrebbero equipaggiato la macchina rispettivamente dal 1956 e dal 1961), la Ace con motore AC fu considerata un'auto molto veloce al momento del lancio. Trovandola capace di 103 mph, le riviste motoristiche giudicarono la AC Ace come la vettura con cilindrata sotto i 3 litri più rapida in accelerazione che avessero mai provato. Tuttavia, più che la velocità in sé, fu la proverbiale maneggevolezza che spinse i primi

and racing-derived rack-and-pinion steering, transverse leaf spring and lower wishbone suspensions, while the bodywork hung on a tube steel subframe. The low-slung body demonstrated excellent handling and was not equipped with anti-roll bar. It had a top speed of about 105 mph.

Entering production in 1954, this stunning two-seater with aluminium bodywork was initially powered by the 6-cylinder inline engine of 1991cc produced by the AC, designed by John Weller, founder of the AC. The SOHC engine was powered by triple SU carburettors and produced about 85 bhp; a result that was pretty good compared with the 90-horsepower developed by the four-cylinder 2660cc of the contemporary Big Healeys. Although the AC engine was defeated in terms of performance by the more powerful brothers made by Bristol and Ford (who would have equipped the car from 1956 and 1961 respectively), the Ace with AC engine was considered a seriously fast car at the time of launch. It could reach a speed of 103 mph, and the motoring magazines consider the AC Ace to be the fastest accelerating sub-3-litre car that they had yet tried. However, more than the speed itself, it was the general easy handling that drove the first owners to race



proprietari a usarla nelle corse. La Ace con motore AC rimase in produzione fino al 1961, e si ritiene che ne siano state vendute 191, in questo periodo.

#### L'AUTO

L'AC Ace, numero di telaio AE71, motore no. UMC2137M, è stata consegnata al suo primo proprietario A.P. Jones il 3 maggio 1955 con carrozzeria di colore nero ed interni verdi ed è stata registrata al suo successivo proprietario, Derrick Morris Esq. di Chapelen-le-Frith, il 15 marzo 1973. La Ace con motore AC è stata prodotta in soli 223 esemplari, e questo rappresenta senza dubbio la sua caratteristica più importante: si tratta dunque di un'auto estremamente rara che, rispetto agli esemplari con motori Bristol, presenta anche la possibilità di essere iscritta alla Mille Miglia. L'auto ha già partecipato alle edizioni 2011 e 2017 della Mille Miglia rievocativa, ed è eleggibile per la maggior parte degli altri eventi di questo tipo.

L'auto ha subito un completo restauro, e si presenta attualmente in condizioni splendide, sia internamente che esternamente, con una interessante verniciatura grigia. Anche a livello meccanico, lo standard è di assoluta eccellenza. L'auto proviene dalla Collezione Franzi, famiglia famosa per aver dato vita ad un'omonima with the car. The Ace with AC engine remained in production until 1961, and it is believed that 191 cars were sold during this period.

#### THE CAR

Chassis AE 71, with engine no. UMC2137M was delivered to its first owner A. P. Jones on May 3, 1955, with its black body and green interior. It was registered by its subsequent keeper, Derrick Morris Esq. of Chapelen-le-Frith, on the 15th March 1973. The Ace with AC engine was produced in only 223 units, and this undoubtedly represents its most important feature: it is, therefore, an extremely rare car that, compared to the ones with Bristol engines, also presents the possibility of being enrolled in the Mille Miglia. The car has already participated in the 2011 and 2017 editions of the Mille Miglia re-enactments and is eligible for most of the other events of this type.

The car has undergone a complete restoration, and is currently in stunning condition, both internally and externally, with an attractive grey paint finish. Also, the mechanics are in excellent conditions.

The car comes from the Franzi's Collection, a family famous for having created a homonymous leather company in 1864. The company has always operat









azienda di pellettieri e conciatori nel 1864. L'azienda ha sempre operato nella produzione di accessori di lusso in pelle, annoverando fra i suoi clienti anche membri dell'alta aristocrazia, tra cui la famiglia reale della Gran Bretagna. L'azienda si collega al mondo automobilistico, perché negli anni '60 lavorò molto per le più importanti carrozzerie e case automobilistiche italiane, quali la Bertone, la Pininfarina, la Touring, la Iso Rivolta, la Maserati e la Ferrari, che utilizzavano il cuoio Franzi per rivestire i pregiati interni delle loro vetture. Alessandro Franzi, un membro della famiglia, ha posseduto tutte le serie delle Lancia Aurelia B20 ed una B24 Spider nonché numerose Ferrari come la 250 GT, la 275 GTB e la 330 GTC. L'AC con motore Ace costituisce dunque una vera e propria gemma preziosa, perfetta da possedere ma soprattutto perfetta da guidare.

#### STATO DELL'ARTE

Completamente restaurata.

#### **BIBLIOGRAFIA ESSENZIALE**

- AC Six-cylinder sports cars, Rinsey Mills, Herridge & Sons, UK 2009.
- Brooklands books Ltd, *AC Aceca Greyhound 1953-1961*, Brooklands books Ltd, UK 2010.

ed in the production of luxury leather accessories. Among its customers, the company counted members of the high aristocracy, including the royal family of Great Britain. The company is connected to the automotive world, because in the 1960s it worked a lot for the Italian car body shops and car manufacturers, such as Bertone, Pininfarina, Touring, Iso Rivolta, Maserati and Ferrari, which used Franzi leather to coat the precious interiors of their cars. Alessandro Franzi, a member of the family, owned all the Lancia Aurelia B20 series and a B24 Spider as well as numerous Ferraris such as the 250 GT, the 275 GTB and the 330 GTC.

The AC with Ace motor is, therefore, a real precious gem, perfect to possess but above all perfect to drive.

#### STATE OF THE ART

Fully restored.

#### MAIN BIBLIOGRAPHY

- Rinsey Mills, AC Six-cylinder Sports Cars, Herridge & Sons, UK 2009.
- *AC Aceca Greyhound 1953-1961*, A Brooklands portfolio, Brooklands book, UK 2010.





#### **CERTIFICATI ED ATTESTATI**

FIVA Identity Card, annoverata Automotive Masterpieces.

#### DOCUMENTI

Registration book, fatture dei principali interventi dagli anni '90 ad oggi. Documenti e targhe originali inglesi. Vettura in corso di nazionalizzazione in Italia al momento della stampa del catalogo.

#### ELEGGIBILITÀ

- Mille Miglia, Eleggibile, in quanto motorizzata AC.
- Giro di Sicilia. Eleggibile.
- Targa Florio. Eleggibile.
- Goodwood Revival. Eleggibile.
- Rallye Monte-Carlo Historic. Eleggibile
- Tour Auto. Eleggibile.
- Le Mans Classic. Eleggibile.
- Coppa d'Oro delle Dolomiti. Eleggibile.
- Vernasca Silver Flag. Eleggibile.
- California Mille: Eleggibile.
- Nürburgring Classic. Eleggibile.

#### **CERTIFICATIONS AND STATEMENTS**

Fiva Identity Card, Automotive Masterpieces.

#### DOCUMENTS

Registration book, invoices for the interventions from the 1990s to the present. English original documents and plates. The car being nationalised in Italy at the time of printing the catalogue.

#### ELEGIBILITY

- Mille Miglia. Eligible, as powered by an AC engine.
- Giro di Sicilia. Eligible.
- Targa Florio. Eligible.
- Goodwood Revival. Eligible.
- Rallye Monte-Carlo Historic. Eligible.
- Tour Auto. Eligible.
- Le Mans Classic. Eligible.
- Coppa d'Oro delle Dolomiti. Eligible.
- Vernasca Silver Flag. Eligible.
- California Mille. Eligible.
- Nürburgring Classic. Eligible.

### \* Le informazioni per gli acquirenti in italiano sono disponibili su: www.finarte.it

#### IMPORTANT INFORMATION TO BUYERS

#### **BUYING AT AN AUCTION**

The following pages are intended to provide useful information on how to buy at auction. Finarte acts as an agent of the Seller. Potential Buyers are invited to visit the Website to check the latest updates concerning the classification of lots contained in the catalogue.

#### PROVENANCE

In some cases, Finarte may disclose the provenance information of an artwork and/or an object, including vehicles and automobilia, in the auction catalogue, if that information can contribute to the study of the same, or if well-known and relevant in order to identify the same. However, the identity of the Seller or the previous owners may not be made public for various reasons, for example in the event that the Seller's requests to remain anonymous, or because the identity of the previous owner is not known, due to the fact that the artwork is old.

#### Hammer Price, Buyer's Premium and VAT

In addition to the Hammer Price of the lot, the Buyer will pay a Buyer's Premium, which will be included in the total amount due.

• The Buyer's Premium for the works is in the percentage of 12.50 % + VAT of the Hammer Price of the lot, up to a maximum amount of  $\notin$  500,000.

• In connection with any portion of the Hammer Price in excess of  $\in$  500,000, the Buyer's Premium is in the percentage of 10.00% + VAT.

• The purchase commission for automobilia is established in the amount of 15.00% + VAT included in the Lot Price.

The aforesaid percentages are inclusive of VAT or any equivalent tax. In the event that, with reference to a specific lot, the percentages contained in the auction catalogue are different from those indicated herein with respect to the Buyer's Premium, the percentages contained in the catalogue will prevail.

#### VAT

A Value Added Tax (VAT) may be applied to the Hammer Price and/or the Buyer's Premium. Referral is made to the information concerning VAT contained in the "Symbols" section below.

In order to harmonize fiscal procedures between EU Member States, on 1 January 2001 new regulations came into force in Italy, and the margin scheme was also extended to auction houses. Under Art. 45 of Law No. 342 of 21 November 2000, said scheme also applies to sales made under commission contracts entered into with: (a) private individuals; (b) entities subject to VAT that have subjected the transaction to the margin scheme; (c) entities that could not detract said tax pursuant to Art. 19, 19-bis, and 19-bis2 of Presidential Decree 633/72 (i.e. the sale was made in exemption regime under Art. 10, 27-quinquies); (d) entities benefitting from the exemption regime granted to small enterprises in their own country.

By virtue of the specific legislation in force, in the aforesaid cases, Finarte will apply the relevant VAT, if any, or the equivalent tax, whenever applicable. No specific symbol will be used to indicate lots sold under the margin scheme.

#### CURRENCY

During some auctions, the latest exchange rates for the main foreign currencies, concurrently with the bids made in the auction room, may be shown on a screen.

Exchange rates are approximate, and all bids made at the auction will be expressed in  $\epsilon$ .

Finarte will not be held liable for any errors or omissions concerning data shown on the screen.

The payment of purchased lots will be made in  $\in$ . The equivalent amount in other currencies will be accepted only if calculated on the basis of the exchange rate of the day when payment is made.

#### SAFETY

In order to protect your safety when you are inside our exhibiting areas, Finarte will seek to display all artworks in such a way as to prevent any danger. However, if you handle the objects displayed on our premises, you will do so under your own responsibility. Some heavy and bulky objects can be dangerous if handled improperly. In the event that you wish to closely examine an object, please seek assistance from our staff.

Some artworks on display could be marked with a "Please don't touch" note or other similar expressions. If you wish to examine such objects, please ask assistance from our staff.

#### **1. BEFORE THE AUCTION**

#### Estimates published in the catalogue

Estimates are published in the catalogue for potential buyers are approximate, and lots can reach prices that are both higher and lower than the indicated estimates. It is always advisable to consult with Finarte before an auction, as estimates may be subject to changes. Estimates published in the auction catalogue are not inclusive of the Buyer's Premium and VAT.

#### Symbols

The following list contains an explanation of the symbols used in the auction catalogue.

#### o Minimum Guaranteed Price

In the event of a lot marked with this symbol, the Seller has been guaranteed a minimum price in connection with one or more auctions.

#### P Lots owned by Finarte

In case of lots marked with this symbol, the property of the same, in part or in full, belongs to Finarte.

#### PI Concerned Party

It means that, in connection with a certain lot, bids may also be made by entities having a direct or indirect interest in the same, such as a beneficiary or will executor that has sold the lot, or a co-owner of the same, or any other party having provided a guarantee in relation to the lot.

#### SR Without Reserve

If the lots contained in the catalogue are not marked with the (SR) symbol, they are subject to a sale with reserve. The Reserve is the minimum Hammer Price agreed upon between Finarte and the Seller, below which the lot will not be sold. Generally,

the Reserve corresponds to a percentage of the Minimum Presale Estimate and does not exceed said amount. In the event that the lot is sold without reserve, it will be marked with this symbol. Should all lots contained in the catalogue be subject to sale without reserve, no symbol will be used in connection with each single lot.

#### ® Artist's Resale Right

With reference to lots marked with this symbol, the Buyer undertakes to pay the "Artist's Resale Right" that ought to be paid by the seller under Art. 152, 1st Paragraph, Law 633 of 22 April 1941, in accordance with the amount indicated in the "Artist's Resale Right" section above.

I Lot sold by a company, where the Hammer price is subject to VAT.

**TI** Lot imported under temporary importation regime pursuant to Art. 72 of the Urbani Code or in connection with which a temporary import has been requested.

**ID** Lot in temporary custom importation, subject to IVA 10% of the selling price plus the artist's resale right. All the costs of the termination of the temporary importation are on the behalf of the seller.

IA Lot in temporary artistic importation.

#### **Condition of lots**

Potential buyers undertake to carefully examine the lot when the same is exhibited before the auction, in the event that the same is put on display. Upon request, Finarte may provide, at its own discretion and, if the case may be, upon payment, a report on the condition of the lot. The lack of any express referral to the condition of the lot does not imply the absence of any defects.

Finarte acts as the Seller's agent and disclaims any liability with regard to the description of the items contained in the catalogs, brochures and any other illustrative material; these descriptions, as well as any other indication or illustration, must be considered purely indicative and they cannot generate credit lines of any kind in the Bidders. All the auctions will be preceded by an exhibition in order to allow a detailed examination about the authenticity, the state of conservation, the origin, the weight or the lack of quality of the objects. Neither Finarte nor the personnel appointed by Finarte can issue any guarantee in this regard, except for the cases provided for by law.

Any reference to the conditions of the lot in the catalog is not the same as the complete description of the state of conservation. The buyer (i) is responsible for verifying the condition, authenticity and completeness or provenance of any motorized car or any other lot purchased.

The vehicles are sold in their current conditions. The information in the catalog is not binding. Indeed, the conditions of a car may vary between the time of its description in the catalog and the time of its presentation for sale. Since the exhibition takes place for several days prior to the sale and allowing awareness of the conditions of the vehicles, no complaint will be accepted once the sale by auction is pronounced.

#### Electrical and Mechanical Devices

All electric or mechanical devices must be considered exclusively on the basis of their artistic and aesthetic value, and cannot be considered functioning. Before using the devices, the electrical system must be certified by a qualified electrician.

#### 2. AUCTION BIDS

#### **Auction Bids**

Bids can be made in person by using a paddle at the auction, in writing prior to the auction, over the telephone or via Internet (in the latter case, only if possible in connection with the specific auction at hand). The speed of the auction may vary and ranges between 50 and 120 lots per hour. Generally, each bid is made by offering a 10% increase over the previous one. Please refer to Art. 4 of the Conditions of Sale.

#### Room Bids

In order to improve auction procedures, all potential buyers are required to take a numbered paddle before the beginning of the auction. It will be possible to pre-register also on the days of the preview.

By filling in and signing the form for registration and allotment of a numbered paddle, you declare to accept the Important Information to Buyers and Conditions of Sale contained in the catalogue.

Upon registration for the auction, you will be required to exhibit an identity document.

If you are a representative acting on behalf of a third party, a written authorisation by the latter is required. In any case, Finarte reserves the right to object to your participation in an auction on behalf of a third party if, at its sole discretion, the same deems that your power of attorney has not been proven. All potential buyers or their representatives are required to bring with them a valid identity document. At the auction, bids must be signaled to the auctioneer with a numbered paddle. If you are the highest bidder for a lot, you must be sure that your paddle can be seen by the auctioneer, and that the number announced is your number. In case of doubts concerning the Hammer Price or the Buyer, promptly call the auctioneer's attention. All sold lots will be billed to the person and address indicated upon allotment of the numbered paddle and cannot be transferred to other persons and addresses. In case of loss of the paddle, please inform the auctioneer's assistant. At the end of the auction, the paddle must be returned at the registration desk.

#### Written Bids

Should you not be able to participate in the auction, we will present on your behalf the bids you have made in writing. For said purpose, you are required to fill in and send us the bid form annexed to the catalogue with the documentation requested therein. This service is provided free of charge. Lots will be always purchased at the highest price in relation to the other bids made on the same and the reserve price registered by us. In case of equal bids, priority will be given to the first bid received. Please always indicate a "maximum amount" (i.e. the highest bid you would make if you could participate in person). Purchase orders with unlimited bids will be rejected.

Orders, if made on the telephone, will be accepted only at the sender's risk, and shall be confirmed by letter, facsimile or telegram before the auction. The fax number valid for bids is the following: (+39) 02.28093761.

For a good service to bidders, we recommend that bids be sent in due time so that we can receive them at least 24 hours ahead of the auction. Oral communications will not be considered valid. After the auction, those who have made their bids in writing will have to promptly check with Finarte if their bids have been successful.

#### **Telephone Bids**

If you cannot participate in the auction, you can make your bids over the telephone. As the telephone lines available are limited, it is necessary to send the bid form annexed to the catalogue at least 24 hours before the beginning of the auction. Phone connections taking place when the auction is under way may be recorded.

We suggest that you indicate a maximum amount for your bid, which we will present on your behalf, in the event that we will not be able to contact you on the telephone. Our staff will be available for phone calls in English and French.

#### **Online Bids**

Finarte will indicate on its Website (at least 24 hours before the date of the auction) and/or the auction catalogue the auctions in connection with which bids can also be made online. Please refer to Art. 4.6 of the Terms and Conditions of Sale.

#### Bids Made by Finarte's Employees

Finarte's employees can make bids at Finarte's auctions only if they are not aware of the reserve price and if the bid is made in full compliance with internal regulations governing auction bids by employees.

#### **3. THE AUCTION**

#### Terms and Conditions of Sale

The auction is regulated by the Terms and Conditions of Sale and the Terms and Conditions of Mandate. The Terms and Conditions of Sale can be amended with a saleroom notice posted in the auction room or an announcement made by the auctioneer before the auction begins. If the auction house allows online biddings all the amends will be posted on the website www. finarte.it, before the beginning of the sale.

#### **Notice Concerning Parties Concerned**

In the event that a person, who has been given the possibility of making a bid in connection with a lot, has a direct or indirect interest in the same, such as a beneficiary or a will executor that has sold the lot, a co-owner of the same or any other parties having provided a guarantee in relation to the lot, Finarte will include such information in the catalogue.

#### Overbids and response bids

The auctioneer can open the bids on each lot by making an offer in the interest of the seller. The auctioneer can also make bids on behalf of the seller up to an amount corresponding to the reserve price, by making overbids and responsive bids in connection with a lot.

#### **4. AFTER THE AUCTION**

#### **Payments**

If you are the highest bidder for a lot, you shall make the payment immediately after the auction, using the following methods: cash, bank draft, cheque, Cash Card or Credit Card (American Express, Visa or Mastercard), Paypal.

Finarte can accept single or multiple payments in cash only for amounts up to  $\notin$  2.999.99. Please refer to Art. 5 of the Terms and Conditions of Sale.

In case of bank transfer, the bank details are the following: Finarte S.p.A., bank: UNICREDIT

**IBAN Code IT 79 L 02008 01600 000 105041254** SWIFT Code UNCRITMMXXX

In the payment description, please indicate your name and surname and the invoice number.

In case of payment by Debit Card, American Express, Visa or Mastercard, only the card holder is allowed to make such payment, or in case of PayPal, only the account holder.

Finarte reserves the right to check the origin of payment received and reject payments received from any parties other than the Buyer. The Terms and Conditions of Sale provide that the payment for purchased items must be made immediately. However, in limited circumstances, and in any case with the Seller's consent, Finarte may offer buyers that the same deems accountable the possibility of paying in instalments. Normally, in case of payment in instalments, the conditions must be agreed before the auction. Before deciding whether to grant the possibility of paying in instalments or not, Finarte can request references in connection with the Buyer's accountability and documentation proving his identity and residence. You will not be allowed to collect the lot until payment has been made unless you have been granted a credit before the auction.

Cashier's desk opening hours: Mon-Fri 10 a.m. - 1 p.m.; 2 p.m. - 6 p.m.

#### Collection

Upon collection of the lot, at the headquarters of Finarte S.p.A. or at other places indicated by Finarte itself, see the information at pag. 2, the Buyer will be required to exhibit a document proving his identity. Lots will be delivered to the Buyer or any other person in charge of collection designated by the same only after payment. In case of death, interdiction, inability, extinction/ winding up of the Buyer, for any reason duly notified to Finarte, the latter agrees to return the lot with prior agreement of all the Buyer's assignees, or in accordance with the modalities required by the judicial authority.

Before organising the collection, please check with Finarte where the lot is stored.

Transport and storage costs, as well as interests, will be charged in connection with uncollected lots. Please refer to Art. 6 of the Terms and Conditions of Sale.

#### Storage

Storage and transport costs may be charged with reference to lots. Monthly storage costs are in the percentage of 1% of the highest bid made on the lot at the auction.

#### Loss/damage

Finarte will be liable in case of loss or damage of the lot for a maximum period of five (5) business days as from the date of the sale. Please refer to Art. 7 of the Terms and Conditions of Sale.

#### Shipment

Finarte is at your disposal for information concerning the exportation and shipment of lots. Our offices are open from 10 a.m. to 1 p.m. and from 2 p.m. to 6 p.m. and may be contacted by calling the number indicated in the catalogue.

The lot can be shipped immediately upon payment of the Total Amount Due and after receiving the relevant instructions in writing from you and only after obtaining certificates of free circulation, if any, or export licenses or any other statements and/or certifications required for the said purpose.

Unless otherwise agreed: (a) shipment costs will be borne by the Buyer, but you can request, at least 24 hours before the beginning of the auction, estimates of costs in the event that you decide to entrust Finarte with the task of shipping the lot; (b) the insurance coverage concerning any risk of loss and/or damage (also partial) that the lot may suffer during transport must be agreed by the Buyer and the carrier without any liability for Finarte. The cost of insurance will be borne by the Buyer. Upon delivery of the lot by the carrier, please check the condition of the lot and promptly report any inconsistency with respect to the condition of the same when it was purchased.

#### Exporting purchased lots from Italy

The export of artwork outside the territory of Italy is subject to the provisions of Legislative Decree No. 42 of 22 January 2004. The export of artworks outside the €pean Union is subject to Regulation EEC 116/2009 of 18 December 2008 and Commission Implementing Regulation (EU) 1081/2012 of 9 November 2012. Artworks whose author is no longer living, and which are over 70 years old require a certificate of free circulation in order to be exported outside Italy and an export license in case of export to non-EU countries. If, as the case may be, the Buyer, and in any way, Finarte, is responsible for obtaining a certificate of free circulation or the export license. The payment must be made by the deadline required, and should the application for a certificate of free circulation or export license be rejected; this will not constitute a valid reason for cancelling the sale or delaying or not making the payment for the purchased lot.

#### TERMS AND CONDITIONS OF SALE

#### **1. DEFINITIONS**

(a) **Buyer:** the natural or legal person making the highest bid accepted by the auctioneer at an auction or purchasing the lot through private treaty;

(b) **Total Amount Due:** the amount due for the purchase of the lot, in addition to the Buyer's Premium and the Expenses. For the vehicles, the costs for the transfer of ownership and possible export will remain the responsibility of the purchaser. All the relative formalities will be charged and care of the purchaser;

(c) Urbani Code: Legislative Decree 42 of 22 January 2004;

(d) **Buyer's Premium:** the consideration due to Finarte by the Buyer in connection with the purchase of the lot and calculated in percentage of the Hammer Price, on the basis of the percentage value indicated in the auction catalogue or the Terms and Conditions of Sale, in addition to any other amount due to Finarte by the Buyer in connection with VAT or any equivalent tax;

(e) **Counterfeit:** according to Finarte's reasonable opinion, an imitation of a lot offered for sale, not described as such in the auction catalogue, created for the purpose of being deceptive as to its authorship, authenticity, provenance, attribution, origin, source, date, age, period, and that, at the date of sale, had a lower value than the one it would have had if the lot had been corresponding to the description contained in the auction catalogue. A lot that has been restored or undergone modifications of any kind (including repainting or overpainting) does not constitute a counterfeit;

(f) **Data:** personal data, as defined by Art. 4, 1st Paragraph, letter b) of Legislative Decree 196 of 30 June 2003 ("Personal Data Protection Code"), provided also verbally and/or over the telephone by the Buyer, including those collected in connection with the auction or in any way related to the auction;

(g) **Finarte:** Finarte S.p.A, with registered offices in Milan, Via Paolo Sarpi n. 6 (20154);

(h) **Price:** the price at which the lot is sold to the Buyer by the auctioneer at an auction or, in case of sale through private treaty, the price agreed upon by Finarte and the Buyer, net of the Buyer's Premium;

(i) **Reserve:** the minimum (confidential) price at which the Seller has agreed with Finarte to sell the lot;

#### (l) Website: www.finarte.it;

(m) **Expenses:** in connection with the purchase of a lot, all the expenses due to Finarte by the Buyer, including (but not limited to) the following: taxes of any kind, packaging and shipment costs, expenses related to the collection of any sums due by a defaulting Buyer, expenses – if any - incurred for the reproduction of the lot, its estimate and/or authentication, the Artist's Resale Right, that the Buyer agrees to bear and that should be paid by the seller under Art. 152, 1st Paragraph, Law 633 of 22 April 1941;

(n) **Seller:** the natural or legal person who is the owner of the lot offered for sale at an auction or by private treaty by Finarte, as an agent of the same.

#### 2. FINARTE'S OBLIGATIONS TO THE BUYER

**2.1** Finarte acts as an agent of the Seller, except in the event that the former is the owner of a lot, either in part or in full.

**2.2** Generally, lots offered for sale at auctions are antiques. Lots are sold with all defects, flaws and description errors. The pictures contained in the catalogues are provided for the sole purpose of identifying the lot concerned. The functioning and safety of electrical or mechanical devices have not been checked before the sale, and the same is bought by the Buyer at his own risk.

The Buyer undertakes to examine the lot before the purchase, in order to check if the same is compliant with the catalogue description, and, if the case may be, to request the opinion of an independent expert or scholar, in order to verify its authenticity, provenance, attribution, origin, date, age, period, cultural origin or source, and condition.

**2.3** In the event that, after a sale by auction, it emerges that a lot is a Counterfeit, Finarte will refund to the Buyer who requests that the sale contract be terminated, after the latter has returned the lot to Finarte, the Total Amount Due in the currency in which it was paid by the same. Finarte's obligation is subjected to the condition that, no later than five (5) years of the date of the sale, the Buyer does the following:

(i) provides Finarte in writing, within three (3) months as of the date when the same received information inducing him to deem that the lot is a Counterfeit, with the lot number, the date of the auction where the lot was purchased, and the reasons why the Buyer deems that the lot is a Counterfeit;

(ii) is able to return the lot to Finarte, free from third party claims of any kind, after the date of the sale, and the lot is in the same condition as it was at said date;

(iii) provides Finarte with the reports prepared by two independent scholars or experts of acknowledged expertise, which explain the reasons why the lot is considered a Counterfeit. Finarte reserves the right to proceed with the termination of the sale even in case of absence, in part or in full, of one or more of the aforesaid conditions.

Finarte will not be bound by the opinions provided by the Buyer and reserves the right to request the further opinion of

other experts at its own expenses. Should Finarte determine to terminate the sale, it may reimburse the Buyer, in a reasonable amount, of the expenses incurred by the latter to obtain the opinion of the two independent experts accepted by both Finarte and the Buyer.

**2.4** Finarte will not reimburse said expenses in the following circumstances:

a) the catalogue description is consistent with the opinion of scholars and experts generally accepted at the date of the sale, or the catalogue description indicated that the authenticity or attribution of the lot was controversial;

b) as of the date of publication of the catalogue, the fact that the lot was counterfeit could be verified only by way of examinations generally considered unsuitable for the purposes concerned or difficult to carry out, whose costs were unreasonable or that could have reasonably damaged or resulted in a loss of value of the lot.

#### 3. FINARTE'S AND THE SELLER'S LIABILITY TO THE BUYER

3.1 Any representations provided by Finarte, either verbally or in writing, including those contained in the catalogue, reports, comments or evaluations concerning any characteristic of a lot, such as authorship, authenticity, provenance, attribution, origin, date, age, period, cultural origin, source, its quality, including its price or value, exclusively reflect opinions, and can be reviewed, and also changed, by Finarte, before the lot is offered for sale.

**3.2** Finarte and its employees, collaborators, directors or consultants cannot be held liable for any mistakes or omissions contained in said representations.

**3.3** Without prejudice to what set forth by clauses 3.1 and 3.2, Finarte's liability to the Buyers in connection with the purchase of a lot by the latter is limited to the Hammer Price and the Buyer's Premium paid to Finarte by the same.

The limitations that apply to Finarte's liability are also extended to the Seller's liability vis-à-vis the Buyer.

Except for the case of gross negligence or misconduct, Finarte or its employees, collaborators, directors or consultants may not be held liable for acts or omissions concerning the preparation or conduction of the auction or any issue relating to the sale of the lots.

**3.4** The descriptions in the catalogue for watches, clocks and jewels in relation to preservation and/or restorations are given as guidelines to the prospective buyer but may under no circumstance be considered exhaustive. All the watches and jewels must be examined thoroughly by the potential buyer in order to be able to ascertain their status. The absence of indication of a defect in the lot, of a restoration work or of the presence of a non-original part, does not preclude the possibility that these special conditions exist.

Wristwatches in water-resistant cases have been opened to examine their movements: therefore, Finarte suggests that such a watch be controlled by an authorized dealer before using the same in conditions where water is present.

Straps made of organic material are associated with the watch for display purposes only: prospective buyers are aware that the importation to foreign countries of materials derived from endangered or otherwise protected species (purely as an example: tortoiseshell, ivory) are subject to CITES international rules. Prospective buyers should therefore acquire the necessary information on such restrictions prior to their participation in the sale of lots containing, even though partially, materials falling under these rules.

#### 4. SALES BY AUCTION

**4.1** At its sole discretion, Finarte may prohibit anyone from participating in some auctions.

**4.2** The auctioneer, in conducting the auction, starts from a bid that the same deems adequate, in consideration of the value of the lot and of competing bids. The auctioneer can make consecutive bids or in reply to other bids, in the Seller's interest, until the Reserve is reached.

**4.3** Anyone making a bid at an auction will be considered a party directly concerned by the purchase unless otherwise agreed between Finarte and the same with a written agreement, where the latter declares to act in the name and on behalf of a third party, and this is accepted by Finarte. In the aforesaid case, the auction attendee will be jointly liable with the third party concerned vis-à-vis Finarte in connection with all obligations arising from the Terms and Conditions of Sale.

**4.4** Written bids are valid only if received by Finarte at least 24 hours before the beginning of the auction and sufficiently clear and complete, notably with respect to the lot and the price at which the bidder intends to purchase it. In the event that Finarte receives multiple written bids of the same amount on a specific lot, and they are the highest bids made on such lot, the same will be allotted to the bidder whose bid has been received first by Finarte. If you intend to make written bids, please fill in the "Bid Form" annexed to the auction catalogue and send it off with the documentation indicated therein.

**4.5** Bids made over the telephone are valid if confirmed in writing before the auction. Finarte reserves the right to record bids made over the telephone and declares that it may not be held liable, at any title, vis-à-vis auction attendees in connection with problems or disruptions affecting the phone service (e.g., interruption or suspension of the connection).

**4.6** Finarte will indicate on the Website (at least 24 hours before the date of the auction) and/or in the catalogue the auctions where it will be possible to make bids online as well. If you wish to participate in an auction through the Internet, you will be able to make your bids in real time.

Participation in an auction through the Internet is subject to your registration with the Website or with other Websites through which the online bidding service will be provided and the subsequent signing up for the auction at least 24 hours before the auction begins.

Once granted access to the Website as a registered user, you will be held liable for any activities carried out on the Website by using your access credentials.

You will promptly inform Finarte of any unlawful use of your password or in case of loss of the same. In the latter event, Finarte will provide you with a new password granting access to the Website, and you will no longer be able to use the previous password for access to the Website or participation in auctions. We invite you to log out at the end of any session on the Website. Finarte does not guarantee that the Website is always operational and that there will be no disruptions when you participate in an auction, or/and that the Website and the relevant server is free from viruses or any other hazardous or potentially hazardous materials. Consequently, except in case of willful misconduct or gross negligence, Finarte may not be held liable for any technical problems arising when the auction is under way (e.g. slow browsing speed or disruptions in the server managing participation in the auction through the Internet).

Finarte will not be held liable for any damage or inconvenience suffered as a consequence of any improper use of the Website in accordance with this information and the conditions of use of the Website. You will refrain from using any kind of software or tool affecting or interfering (also only potentially) with the conduct of the auction, and undertake to use the Website and any related applications in good faith and a proper manner.

**4.7** The auctioneer will accept the highest bid by the fall of the hammer, which will be the Hammer Price, and consequently the conclusion of the sale contract between the Seller and the Buyer.

**4.8** The auctioneer may, at its sole discretion and at any time in the course of the auction:

(i) withdraw a lot from the auction;

(ii) review a sale offer relating to a lot, whenever the same may deem that it contains mistakes and/or could give rise to disputes; and/or

(iii) adopt any measures that the same deems adequate to the circumstances at hand.

**4.9** At some auctions, a video screen may be operated. Finarte will not be held liable for either the correspondence to the original of the image displayed on the screen and any malfunctions of the video screen.

4.10 Finarte represents that the lot can be declared an object of cultural interest by the Italian Ministry of Cultural Heritage and Activities and Tourism under Art. 13 of the Urbani Code. In the aforesaid case, or in the event that a procedure has been undertaken in order to declare the lot an object of cultural interest under Art. 14 of the Urbani Code, Finarte will announce said circumstance before the sale. Should the lot be declared of cultural interest, the Seller will notify the sale to the competent Ministry under Art. 59 of the Urbani Code. The sale will be subjected to the condition precedent that the Ministry does not exercise its pre-emption right within sixty days as of the date of receipt of the relevant notice, or within one hundred and eightv days under Art. 61, 2nd Paragraph, of the Urbani Code. In the period when the pre-emption right may be exercised, the lot cannot be delivered to the Buyer in accordance with Art. 61 of the Urbani Code.

#### 5. PAYMENT

**5.1** The Buyer will pay the Total Amount Due to Finarte immediately after the end of the auction.

**5.2** The ownership of the lot will be transferred from the Seller to the Buyer only upon payment by the Buyer of the Total Amount Due.

**5.3** In case of non-payment or late payment, in full or in part, of the Total Amount Due, Finarte may, at its discretion, enforce the payment or terminate the contract under Art. 1454 of the Italian Civil Code, being it understood that the period available for the payment performance agreed therein is of five (5) days, in any case without prejudice to Finarte's right to claim damages and

sell the lot on behalf and at the expenses of the Buyer, pursuant to Art. 1515 of the Italian Civil Code.

**5.4** In case of non-payment or late payment by the Buyer, in full or in part, of the Total Amount Due, Finarte may attribute any payment made to Finarte by the Buyer to the Buyer's debt constituted by the Total Amount Due, or any other sum due to Finarte by the Buyer and derived from other contractual relations.

**5.5** In case of delay in the payment of the Total Amount Due for a period of over five (5) business days as from the auction, Finarte will store the lot in its own premises or elsewhere at the Buyer's risk and expenses. Again in case of delay in payment for a period longer than as indicated above, the Buyer will pay interest on arrears to Finarte at the 3-month Euribor rate set forth by law plus 5%, without prejudice to Finarte's right to claim damages for further damages suffered. The lot will be delivered to the Buyer only after the latter has paid the Total Amount Due, all storage and shipment costs and any other expenses incurred.

**5.6** In case of non-payment or late payment, Finarte may reject any bids made by the Buyer or a representative of the same in the course of following auctions or request that the Buyer lodges a sum in cash as security before accepting his bids.

**5.7** Finarte may offset any amounts due to the Buyer, at any title, against any sums due by the Buyer to the same at any title.

#### 6. DELIVERY AND COLLECTION OF THE LOT

**6.1** The lot will be delivered to the Buyer at the expenses of the same no later than (5) business days of the date of the sale. The lot will be delivered to the Buyer (or a person duly authorised by the same) only after Finarte has received the Total Amount Due.

**6.2** Should the Buyer fail to collect the lot within five (5) business days of the date of the sale, Finarte may charge an amount corresponding to 1% of the Hammer Price for each month of delay in the collection of the lot, starting from the fifth business day following the sale.

#### 7. TRANSFER OF RISK

7.1 Any risk relating to a purchased lot is transferred to the Buyer whenever is the earliest of the following dates:(i) when the Buyer receives the purchased lot; or(ii) when the Buyer pays the Total Amount Due to the Buyer, or(iii) the fifth (5) business day following the sale.

**7.2** The Buyer will be indemnified for any loss or damage occurring to the lot after the sale but before the risk is transferred, but said indemnity could not exceed the lot Hammer Price, along with the Buyer's Premium received by Finarte. Except in case of willful misconduct or gross negligence, Finarte may not be held liable for the loss or damage to the frame or the glass containing and/or covering prints, paintings or other artworks, unless the frame or glass constitute the lot sold at auction.

In no circumstance may Finarte be held liable in case of loss or damage due to any work (including restoration and cleaning operations, and work on the frame) carried out by independent experts designated by Finarte with the Seller's consent, or the loss or damage caused or originated, directly or indirectly, from: a) changes in humidity or temperature;

b) normal wear and tear or gradual deterioration due to operations on the lots and/or hidden faults and defects (including

#### woodworms);

c) improper treatment;

d) war, nuclear fission, radioactive contamination, chemical, biochemical or electromagnetic weapons;e) acts of terrorism.

**7.3** The packaging and shipment of the lot to the Buyer are made entirely at the risk and expenses of the same, and under no circumstances will Finarte be held liable for any actions or omissions of packaging workers or carriers.

#### 8. EXPORTATION FROM THE ITALIAN REPUBLIC

**8.1** The exportation of a lot outside the territory of the Italian Republic may require a certificate of free circulation or an export license.

Obtaining a certificate of free circulation and/or export license is the responsibility of the Buyer. In case of non-issuance or delay in the issuance of the certificate of free circulation and/or the export license, said circumstance would not constitute a reason for termination or cancellation of the sale, nor justification of late payment of the Total Amount Due by the Buyer.

#### 9. APPLICABLE LAW AND JURISDICTION

**9.1** These Terms and Conditions of Sale are regulated by the Italian law. The Buyer agrees that any dispute that may arise in connection with the application, construction and performance of these Terms and Conditions of Sale will be subject to the exclusive competence of the Court of Milan.

**9.2** For any controversy that might arise on the application, execution and interpretation of the Important Information for the Buyers and/or interpretation of the General Terms and Conditions of Sale herein, the Court with Jurisdiction shall be the place of residence or elected domicile of the user Buyer.

**9.3** Moreover, users living in a country belonging to the €pean Union different from Italy

can access, in the case of disputes relating to the application, execution or interpretation of these General Sales Terms, the  $\notin$ pean procedure established for small claims with Regulation (EC) no. 861/2007 of the  $\notin$ pean Parliament and of the Council, July 11th 2007, provided that the value of a claim does not exceed  $\notin$  2,000.00, disregarding all interests, expenses and disbursements.

**9.4** According to art. 141-sexies, comma 3 of the Consumer code, Finarte informs the consumer/user (art. 3, comma 1, lett. a) of the Consumer code), that in the case he makes a claim that could not be resolved other ways, Finarte shall be obliged to give all the information to the Alternative Dispute Resolution organism

**9.4** Under Article 141-sexies, paragraph 3 of the Consumer Code, Finarte informs the consumer Buyer that, in the event he has filed a complaint directly with Finarte, after which however it has not been possible to resolve the dispute, Finarte will provide information about the Alternative Dispute Resolution entity or entities for the extra-judicial settlement of disputes relating to the obligations arising from any contract concluded under these Terms and Conditions of Sale (so-called ADR entities, as specified in Articles 141-bis et seq. of the Consumer Code), specifying whether or not it intends to make use of such entities to resolve such dispute.

Finarte also informs the consumer Buyer that a  $\in$  pean platform for online dispute resolution of consumer disputes has been established (the so-called ODR platform). The ODR platform is available at http://ec. $\in$ pa.eu/consumers/odr/; through the ODR platform, the consumer Buyer may consult the list of ADR entities, find the link to the website of each of them and start an online dispute resolution procedure for the dispute in which he is involved.

#### **10. PERSONAL DATA PROTECTION**

**10.1** Pursuant to Art. 13 of Legislative Decree 196 of 30 June 2003 ("Personal Data Protection Code"), Finarte informs you that the Data provided by you will be processed by the same mainly through electronic, automatic and/or video-recording means (using modalities and devices suitable to ensure the security and confidentiality of the Data) for the following purposes: (a) in connection with the fulfilment of its obligations; (b) in order to manage the relationship with sellers and buyers (such as, for example, the management of sales proceeds, invoices and shipping operations); (c) any checks and evaluations of auction sales report and the risks related to the same; (d) the fulfilment of tax, accounting and legal liabilities and/or orders issued by public bodies, and (e) shipment of promotional and informational materials by Finarte using automated means, such as by email, facsimile, text messages or MMS.

**10.2** The provision of Data for the purposes under Art. 10.1, letters (a) – (d) included is optional. However, in case of refusal, the participation in the auction or the fulfilment of Finarte's obligation will be impossible.

**10.3** The consent to the processing of Data for the purposes under Art. 10.1 letter (e) is optional. However, in case of refusal, it will be impossible to receive promotional and informational materials from Finarte through automated means, such as by email, facsimile, text messages or MMS.

**10.4** The Data will be processed by Finarte's employees or consultants as data processors or subjects in charge of data processing.

**10.5** Your Data may also be communicated to:

(a) any entity (including Public Authorities) having access to personal data by virtue of statutory or administrative provisions; (b) companies or third parties in charge of printing, enveloping, shipment and/or delivery services in connection with the lots purchased;

(c) post offices, couriers or carriers in charge of delivering the lots;

(d) companies, consultants or professionals, if any, in charge of the installation, maintenance, updating and in general the management of Finarte's hardware and software, or of which Finarte avails itself, including the Website;

(e) companies or internet providers in charge of sending informational or promotional documentation and/or materials;

(f) companies in charge of processing and/or shipping promotional and informational materials on behalf of Finarte;

(g) all public and/or private entities, natural and/or legal persons (legal, administrative and fiscal consulting firms, Courts, Chambers of Commerce, Employment Chambers and Offices, etc.), if such disclosure is necessary or functional to the due performance of Finarte's obligations.

Your Data will not be disclosed, except in anonymous and aggregate form, for statistical or research purposes.

**10.6** The Data Controller is Finarte S.p.A., with offices in via Paolo Sarpi 6, (20154) Milan, Italy, to which any requests or demands in connection with the processing of Data may be made.

**10.7** The Data will be stored exclusively for the time required to ensure the proper fulfilment of Finarte's obligations, and in any case only for the period set forth by law.

**10.8** Under Art. 7 of the Personal Data Protection Code, you have the right, inter alia, to the following,

a) obtain confirmation of the existence of Data concerning you and obtain their communication in an intelligible way;

b) obtain, through the effort of the data controller or data processor(s):

• information on the source of the Data, the purposes and modalities of processing, the logic behind their possible electronic processing;

• identification details concerning the data controller and the data processor(s), and the representative, if any, designated by a foreign subject to the processing of the Data in Italy;

• information on the entities or categories of entities to whom the Data may be transferred or that may access them in their capacity as designated country representatives in Italy, data processors or subjects in charge of data processing; c) obtain:

• the updating, rectification or integration of your Data;

• the removal, anonymisation or blocking of Data processed in violation of the law, including those which must be stored in connection with the purposes for which they have been collected or subsequently processed;

• evidence that those who have received the Data or to whom the same are disclosed, including the relevant content, have been informed of the operations under the paragraphs above, except whenever such obligation is impossible to fulfil or requires the use of means that are clearly disproportionate in comparison to the right protected;

d) the object, in full or in part:

• for legitimate reasons to the processing of your personal Data, even if relevant for the purposes for which they have been collected;

• to the processing of your personal Data, for promotional purposes, the shipment of advertising materials, direct sales, or marketing research studies or promotional communications.

The aforesaid rights may be exercised with request to the data controller by registered letter, fax to the following number: +39 02 36569109, or by email to the following address: info@finarte.it

#### **12. LAW AND JURISDICTION**

**12.1** Your relationship with Finarte is regulated by the Italian law. Any dispute that may arise in connection with the application, construction or performance of these Condition of Sale will be subject to the exclusive competence of the Court of Milan.

#### **13. LEGAL GUARANTEE OF CONFORMITY**

**13.1** All lots sold through Finarte are covered by the legal guarantee of conformity provided for in Articles 128-135 of the Consumer Code (Legal Guarantee).

**13.2** The Legal Guarantee is given to the consumer (who, pursuant to Article 3, paragraph I, letter a) of the Consumer Code, is an individual who acts for purposes unrelated to his business, commercial, craft or professional activities).

13.3 The Seller is liable to the consumer for any lack of conformity existing at the time of delivery of the product, and that becomes apparent within two years of that delivery. The lack of conformity must be reported to the Seller within two months of the date of which it was discovered. Otherwise the guarantee is voided. Unless proved otherwise, it is assumed that any lack of conformity which becomes apparent within six months of delivery of the product already existed on the delivery date, unless this assumption is incompatible with the nature of the product or with the nature of the lack of conformity. From the seventh month following the delivery of the lot, it becomes the consumer's burden to prove that the defect existed at the time of delivery. In order to avail himself of the Legal Guarantee, therefore, the consumer shall first give proof of the date of the sale and of the delivery of the lot. The consumer, in order to be able to provide this proof, should, therefore, keep all documentation suitable to demonstrate the sale (for example, the purchase invoice) and the date of delivery or collection of the lot.

**13.4** With reference to the definition of "lack of conformity", please refer to the provisions of Article 129, paragraph II, of the Consumer Code. Excluded from the scope of the Legal Guarantee are defects caused by accidental events or by responsibilities of the consumer, or by any use of the lot that is incompatible with its intended use.

**13.5** In the event of a lack of conformity duly reported in the appropriate terms, the consumer is entitled: (i) first of all, to the repair or replacement of the lot, at his choice, free of charge, unless the solution requested is impossible or excessively expensive compared to the other; (ii) second, (in cases where repair or replacement is impossible or prohibitively expensive, or the repair or replacement did not take place within a reasonable time or the repair or replacement made previously caused significant inconvenience to the consumer) to a reduction in the Hammer Price or the termination of the contract, at his choice. The remedy requested is overly burdensome if it imposes unreasonable costs on the Seller with respect to alternative remedies that may be exercised, taking into account: (i) the value the object would have if there were no lack of conformity; (ii) the nature of the lack of conformity; (iii) the possibility that the alternative remedy could be implemented without significant inconvenience to the consumer.

**13.6** If, during the period of validity of the Legal Guarantee, the lot manifests a lack of conformity, the consumer may inform Finarte of this fact at the contacts provided in Article 12. Finarte will reply promptly to communications of any alleged lack of conformity and indicate to the consumer the specific procedure to be followed.

## AVVISO AGLI ACQUIRENTI

Qualsiasi riferimento alle condizioni del lotto in catalogo non equivale alla completa descrizione dello stato di conservazione. L'acquirente (i) è responsabile della verifica della condizione, autenticità e completezza o provenienza di qualsiasi auto a motore o di qualsiasi altro lotto acquistato.

Ad eccezione di quanto qui previsto, tutte le auto a motore o qualsiasi altro lotto (s) sono venduti così come sono, senza alcuna dichiarazione o garanzia, espressa o implicita.

#### **Offerte scritte**

Con il presente modulo debitamente compilato, Finarte darà esecuzione alle offerte di quanti non possono essere presenti alla vendita.

I lotti saranno sempre acquistati al prezzo più conveniente consentito da altre offerte sugli stessi lotti e dalle riserve registrate da Finarte.

Questo servizio è gratuito e confidenziale. Finarte offre questo servizio per comodità dei clienti che sono impossibilitati a partecipare all'asta. Finarte non potrà ritenersi responsabile per errori o insuccessi nell'eseguire offerte in sala, istruzioni telefoniche o per mezzo del modulo d'offerta. Per lasciare un'offerta scritta, siete pregati di utilizzare il modulo offerte allegato al presente catalogo e di controllare accuratamente i numeri di lotto, le descrizioni e le cifre da Voi riportate. Non saranno accettati ordini di acquistare con offerte illimitate. Ogni modulo d'offerta deve contenere offerte per una sola asta. Offerte alternative possono essere accettate se viene specificata, tra il numero dei lotti, la parola "OPPURE". Siete pregati di indicare sempre un limite massimo. In caso di offerte identiche, sarà data la precedenza a quella ricevuta per prima.

#### Offerte telefoniche

Gli ordini, se dettati telefonicamente, sono accettati solo a rischio del mittente e devono essere confermati per lettera, fax o telegramma prima dell'asta: Fax +39 02 28093761

La preghiamo di indicare chiaramente il numero telefonico a cui desidera essere contattato al momento di inizio dell'asta, incluso il prefisso internazionale. Finarte la contatterà prima che il lotto sia offerto in asta.

#### Commissioni d'acquisto

L'importo massimo della Vostra offerta riguarda solamente il prezzo di aggiudicazione, a questo sarà sommata la commissione d'acquisto e l'IVA applicabile (si prega di vedere le "Informazioni Importanti per gli Acquirenti").

#### Spese di magazzinaggio

Tutti gli oggetti devono essere ritirati entro 5 giorni dalla data dell'asta, onde evitare il costo di trasferimento e magazzinaggio. Altrimenti i Vostri acquisti saranno spediti a Vostro carico e spese ad un magazzino esterno. I costi di magazzinaggio Vi verranno addebitati a partire dal quinto giorno lavorativo dopo l'asta e da quel momento Finarte non sarà più responsabile dei beni non ritirati.

#### Offerte andate a buon fine

Una fattura sarà inviata per posta ordinaria a tutti gli acquirenti. Per conoscere prima i risultati delle Vostre offerte e decidere sul magazzinaggio o trasferimento delle merci, potrete contattare Finarte a partire da due giorni dopo l'asta.

## GUIDE FOR BIDDERS

Any reference to the conditions of the lot in the catalogue is not the same as the complete description of the state of conservation. The buyer (s) is responsible for verifying the condition, authenticity and completeness or provenance of any motorized car or any other lot purchased.

Except as provided herein, all motorized cars or any other lot (s) are sold as-is, without any representation or warranty, expressed or implied.

#### Written bids

If you are unable to attend an auction personally and wish to place bids, you may give Finarte instructions to bid on your behalf. Lots will always be bought at the lowest price possible relative to the bids placed and the reserve on the lot. This service is free and confidential. Please note: Finarte offers this service as a convenience to clients who are unable to attend the sale and will not be held responsible for errors in or failure to execute bids, whether in the salesroom, by telephone, or by Bidding form. To place bids, please use the Bidding form provided in this catalogue Be sure to record accurately the lot numbers and descriptions and the top price you are willing to pay for each lot. "Buy" bids are not accepted, i.e. you must bid a specific amount rather than instruct us to "bid at any cost".

Each bidding slip should contain bids for one sale only. Alternative bids should be indicated by using the word "or" between lot numbers. In the event of identical bids, the earliest will take precedence.

#### **Telephone bids**

Bids may be placed by telephone, but are accepted only at Finarte's discretion and the caller's risk, and must be confirmed by letter, telegram, or fax : Fax +39 02 28093761

Please clearly specify the telephone number on which you may be reached at the time of the sale, including the country code. We will call you from the saleroom shortly before your lot is offered.

#### **Buyers' premium**

The "top limit" you indicate on your bid form is for the hammer price exclusively. A buyer's premium will be added to the successful bid price and is payable by you together with the applicable IVA (see "Important Information for Buyers").

#### Storage charges

Due to Finarte very limited storage capacity, all furniture must be picked up within 5 days after the sale to avoid a charge for storage.

Otherwise, your purchase will be sent, at your expense and risk, to a public warehouse. Storage charges will be accrued from the fifth day after the sale until pick-up and are not the responsibility of Finarte.

#### Successful bids

Successful bidders will be notified and invoiced within a few days of the sale. If you wish to know the results of your bids and to decide about storage or shipment, please contact the Accounts Department from two days after the sale.



#### 1000 FINABTE - 2619

#### Brescia, 13 maggio 2019

#### Offerta scritta / Offerta telefonica\*

Offerta scritta Offerta telefonica\* (Barrare l'opzione rilevante) Absentee 
 Telephone Bidding (Please tick the relevant option)

Per cortesia inviare entro le 24 ore prima dell'orario di inizio dell'asta a: All bids must be received no less than 24 hours prior to sale and sent to:

#### **Finarte SpA**

Via Paolo Sarpi, 6 20154 Milano Tel. +39 33638021 Fax. +39 02 28093761

Finarte si riserva il diritto di non accettare le offerte che non perverranno entro le 24 ore prima dell'inizio dell'asta. Finarte reserves the right not to accept bids received later than 24 hours before the sale.

Numero di paletta (solo per uso interno) Paddle number (for office use only)

#### Avviso agli offerenti

La preghiamo di allegare al presente modulo copia della propria carta di identità o del proprio passaporto. Qualora Lei agisca per conto di una società, è pregato di allegare copia dello statuto insieme al documento che La autorizza a presen tare offerte per conto della società. In assenza di questa documentazione la Sua offerta può non essere accolta. Per lotti di valore rilevante Le potrà essere richiesta una referenza bancaria. La traduzione in inglese del testo in italiano conteruto nel presente documento è solo per scopo informativo. Nell'ipotesi di qualsiasi difformità tra la traduzione inglese e il testo italiano, quest'ultimo prevale.

#### Notice to bidders

Clients are requested to provide a copy of their Id or passport. Corporate clients should also provide a copy of their articles of association together with a document authorizing the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference. Please note that the English translation of the Italian text in this document is for information purposes only. In the event of any discrepancy between the English translation and the Italian text, the latter shall prevail.

#### MODULO OFFERTE/BIDDING FORM

La preghiamo di consultare le importanti informazioni riportate nel retro del presente modulo, il quale dovrà essere debitamente compilato e trasmesso a Finarte per fax, email ovvero posta.

Please see the important information on the reverse of this form, which should be completed and sent to Finarte via fax, email or mail.

Nome e Cognome – Società / First name and last name – Company			N° cliente / Client N°	
Indirizzo / Address			1	
Città / City		C.A.P. / Postcode		
Telefono / Telephone	E-mail			
Codice fiscale – Partita Iva / Tax code – VAT				

Siete pregati di formulare offerte per mio conto alla sopra indicata asta per il/i seguente/i lotto/i e sino al/ai prezzo/i indicato/i. Ogni offerta è per lotto e tutte le offerte sono accettate e saranno eseguite in base alle Informazioni Importanti per gli Acquirenti, alle Condizioni Generali di Vendita stampate in catalogo e all'Avviso agli Acquirenti stampato a retro del presente modulo.

Please bid on my behalf at the above sale for the following lot(s) up to the price(s) mentioned below. Every offer is for the one lot and all of the bids are accepted and will be executed according to the Important Information for Buyers and "Condizioni Generali di Vendita" printed in the catalogue and the Guide for Bidders printed on the reverse of this form.

Lotto / Lot N°	Descrizione / Item	Offerta scritta (Euro) (commissione di acquisto esclusa) / Absentoe Bid amount (Euros) (Commission excluded)	Covering Bid* (Facoltativo / Optional)

#### Telefono per offerte telefoniche / Telephone number during the sale

Sono consapevole che l'offerta telefonica potrà essere registrata/I am aware that the telephone bidding may be recorded.

\*L'offerta massima (commissione d'acquisto esclusa) che Finarte è autorizzata a formulare solo qualora Finarte non sia in grado di contattarLa telefonicamente o la comunicazione sia interrotta durante l'asta.

\* A maximum bid (commission excluded) to be executed by Finarte only if we are unable to contact you by telephone, or should the connection be lost during bidding.

residente a

Per ulteriori offerte, si prega di trasmettere un separato modulo (For additional bids, please attach a separate form)

In caso di aggiudicazione del lotto Ritirerò il lotto ovvero i lotti di persona

Vi autorizzo a consegnare il lotto ovvero i lotti al mio rappresentante/trasportatore (inserire le generalità e contatti)

— Mi chiada di	trasmettermi un pre-	rentiun ner il tra	anorto del latto

If successful

I will collect in person

I authorize you to release my purchased property to my agent/shipper (provide name and contacts)

nato a

Send me a shipping guotation for purchases

🔶 Fi	rma / Signature	Data / Date	
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Dichiaro di avere letto le disposizioni relative al "diritto di seguito" come riportate nelle "informazioni importanti per gli Acquirenti" e acconsento al pagamento del "diritto di seguito", che spetterebbe al venditore pagare in base all'art. 152, I comma, Legge 22 aprile 1941, n. 633, nelle percentuali ivi descritte, ove applicabile. Il "diritto di seguito" sarà inserito nell'ammontare totale dovuto riportato nella fattura.

Dichiaro di aver letto e di approvare le '	'Informazioni Importanti per gli Acquirenti	* e le Condizioni Generali di Vendita pubblicati	e sul catalogo di Finarte relativo a questa asta
Preso atto dell'informativa privacy com	e da art. 13 d. los 196/2003 contenuta ne	lle Condizioni Generali di Vendita pubblicate s	al catalogo di Finarte relativo a questa asta

acconsento o non acconsento

al trattamento dei mie dati personali per l'invio di materiale pubblicitario ed informativo da parte di Finarte a mezzo di sistemi automatizzati, quali email, fax, sms o MMS.

Ai sensi e per gli effetti del D. Los. 231/2007. consapevole delle responsabilità civili e penali e degli effetti amministrativi derivanti dal rilascio di dichiarazioni mendaci o incomplete, dichiaro e garantisco:

di aver correttamente rappresentato la mia identità mediante la consegna di un documento di identità valido e non scaduto;

che i fondi che utilizzerò in caso di aggiudicazione sono di provenienza lecita;

- [ove applicabile] che il titolare effettivo della società che rappresento è il Signor

I declare that I have read the provision relating to the Artist's Resale Right, as set out in "Important Information for Buvers" and agree to pay such Artist's Resale Right, which should be paid by the seller in accordance with article 152, first paragraph of the law of 22 April 1941 no. 633, where applicable, at the percentage set out therein. The applicable amount of Artist's Besale Right will be added to the total amount payable shown on the invoice. I hereby, confirm to have received, read and approved the information contained in "Important Information for Buyers" and "Condizioni Generali di Vendita" printed in the Finante's catalogue for the sale. I have read the privacy notice contained in the "Condizioni Generali di Vendita" provided pursuant to art, 13 of Legislative Decree 196/2003 and hereby

□ agree □ do not agree

to the processing of my personal data by Finarte for sending promotional material through automated systems such as e-mails, far, sms or MMS. Pursuant to the Legislative Decree no. 231/2007, aware of the civil and criminal liabilities and of the administrative offects arising from the release of false or incomplete declaration, I declare and guarantee that:

I have duly represented my identity with the delivery of a valid and not expired document ;

- the funds that I will use in case of adjudication of the bid are and derive from a legitimate source;

<ul> <li>(where applicable) that the beneficial owner of the company that I re</li> </ul>	epresent is Mr.	barn in	00	resident in	
Einen / Cimatum	Data / Data				

Approvo specificatamente, ai sensi dell'art. 1341 c.c., le seguenti clausole delle Condizioni Generali di Vendita pubblicate sul catalogo di Finarte relativo a questa asta: 2.2 (obbligo dell'Acquirente di verificare i lotti prima dell'acquisto); 2.3 (risoluzione in caso di "contraffazione" entro 5 anni); 2.4 (limiti alla risoluzione in caso di "contraffazione"); 3 (limitazione di responsabilità di Finarte e del Venditore nei confronti dell'Acquirente); 4.1 (limiti alla partecipazione all'asta); 4.4 (validità efferte scritte), 4.5 (validità offerte telefoniche); 4.8 (diritti del banditore); 4.9 (limitazione responsabilità per schermo video); 5.2. (riservato dominio); 5.3 (effetti del mancato o ritardato pagamento da parte dell'Acquirente); 5.5 (deposito del lotto in caso di ritardo nel pagamento); 5.5 (offerte nel caso di ritardo nel pagamento); 6.2 (penale per ritardo nel ritiro); 7.2 (limitazione di responsabilità nel caso di perdita o danneggiamento); 7.3 (limitazione di responsabilità per imballaggio e trasporto); 9 (legge applicabile e giurisdizione).

hereby expressly approve, for the purpose of Article 1341 of the Italian Civil Code the following clauses of the "Condizioni Generalii di Vendita" printed in Finante's catalogue for the sale: 2.2 (obligation of the Boyer to inspect the lots prior to the sale); 2.3 (rescission in the event that the lot is "counterfeit" within 5 years); 2.4 (limitation to the right to rescission in the event that the lot is "counterfeit"); 3 (Finante and Seller's liability to the Buyer); 4.1 (participation in the auction); 4.4 (validity of written bids); 4.5 (validity of telephone bids); 4.5 (auctioneer's rights); 4.9 (limitation of liability for faulty video images); 5.2 (transfer of title to the lot); 5.3 (delay or failure to make payment); 5.5 (deposit of the lot in the event of delayed payment); 5.6 (offers in the event of delayed payment); 6.2 (penalty clause); 7.2 (Nability and compensation for loss or damage); 7.3 (Nability for packaging and shipping); 9 (applicable law and jurisdiction).

#### MANAGEMENT

Rosario Bifulco Presidente

Vincenzo Santelia Amministratore Delegato

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