



Arte Movi s.r.l.
Via Leone Pancaldo 68
37138 Verona (VR)
Tel +39 351 342 0968
P.IVA 04680980234
Num. REA VR – 440369
www.artemovi-auctions.com
artemovi.fg@gmail.com

Selling terms n

Attachment A

Date:

Goods list:

N.	DESCRIPTION	RESERVE

THE PRINCIPAL

ARTE MOVI CASA D'ASTE
the appointee



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Arte Movi Auction House (hereinafter, for brevity, "Arte Movi" or "the Agent") (VAT number 04680980234) is a company based in via Leone Pancaldo, 68 (VR).

"Arte Movi" operates in the sector of promotion and auction of goods to the public on the national and international market.

"Arte Movi" was contacted by

Mr./Mrs _____ Tax Code _____

born in _____ on _____ doc.n. _____

dated _____ released by _____

in quality of _____

resident in _____ in _____

tel _____ cell _____ Mail _____

(Hereinafter "the Principal") for the sale of the goods listed below.

Having said this, the Principal appoints Arte Movi to promote and carry out the sale of the goods listed here in Annex "A" to this mandate, in accordance with articles 1703 et seq. of the Civil Code and the provisions contained below.

Goods list:

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THE PRINCIPAL

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Arte Movi Casa d'Aste (d'ora in poi, per brevità, "Arte Movi" o "il Mandatario") (P.IVA 04680980234) è una società che ha sede in via Leone Pancaldo, 68 (VR).

"Arte Movi" opera nel settore della promozione e vendita all'asta di beni al pubblico sul mercato nazionale e internazionale.

"Arte Movi" è stato contattato da

Mr./Mrs _____ Tax Code _____

born in _____ on _____ doc.n. _____

del _____ rilasciato da _____

in quality of _____

resident in _____ in _____

tel _____ cell _____ Mail _____

(Hereinafter "the Principal") for the sale of the goods listed.

Having said this, the Principal appoints Arte Movi to promote and carry out the sale of the goods listed here in Annex "A" to this mandate, in accordance with articles 1703 et seq. of the Civil Code and the provisions contained below.

Article 1 - Object

1.1. The Principal gives a mandate, with representation and exclusivity, to Arte Movi- which accepts, also in their own interest- for the sale of each of the goods referred to in Annex A (hereinafter jointly the "Goods"), according to the terms and conditions set out therein.

For this purpose, Arte Movi will proceed on behalf of the Principal with the sale of the Goods to the highest bidder ("Winning Bidder" or "Buyer") at auction at the premises selected in the course and/or via online platforms.

Furthermore, for each of the Goods that has been offered at least once at auction and has remained unsold there, Arte Movi will attempt the sale by private negotiation for a maximum period (unless otherwise agreed upon) of 5 (five) working days from the date of closing of the auction itself (it being understood that the Goods remaining unsold at the auction cannot be sold in private negotiation at a price lower than the Reserve, as defined below).

In any case, the contract for the sale of the Lots will take place directly between the Principal and the successful bidder at auction or the buyer by private negotiation.

1.2 If the Goods are sold at auction, the so-called "General Conditions of Sale" in force at the time the auction takes place, delivered by Arte Movi to the Principal (who by signing this agreement issues a full receipt, without prejudice to the provisions of the following art. 2, § 2.6), and which are published in the auction catalog of the Goods, on the Arte Movi website and posted in the auction room.

Between the parties, in the event of a conflict between the provisions of this document and the General Conditions of Sale, the provisions of this document will prevail.



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1.3 The Principal authorizes Arte Movi to photograph and reproduce the Goods in illustrations and catalogues, and to use such photographs and images, as well as any other illustrative or descriptive material provided by the Principal, according to the holding the auction or advertising Arte Movi's activity.

The Principal recognizes and accepts that the photographic images that reproduce (even partially) the Goods created by Arte Movi for the purposes of this point are the property of Arte Movi, in the terms and in the manner referred to in the articles. 78 of the law of 22 April 1941, n. 633.

The Principal declares that there are no limitations on Arte Movi's right to reproduce photographs or other images of the Goods or, if applicable, that it has already acquired or undertakes to acquire any more appropriate authorization in this regard; furthermore undertakes to guarantee and indemnify in any case Arte Movi and/or its employees from any claim and/or action of third parties with reference to the possible creation and/or use of the images of the Goods.

1.4. The Principal recognizes and accepts that the Representative, in order to procure the sale of the Goods covered by this mandate, will exclusively and autonomously carry out the activities of promotion and publicity of the auction offer of the Goods, also through: the publication and dissemination of catalogues, brochures and leaflets; advertising the auction and the auction session calendars in the press, including specialized ones; managing your own website on a regular basis updated; direct contact with its regular customers to inform them of the auction offers; the display of the Goods to the public, assisted by its experts and by staff for courtesy and surveillance services in the days before the start of the auction sessions. These activities of Arte Movi will begin immediately after receiving delivery of the Goods by the Principal.

Since the above activities are carried out exclusively, for the entire duration of this mandate the Principal will not be able to independently carry out, nor have third parties carry out, any promotion and advertising activity for the sale of the Goods, except different written agreement between the parties.

The contents of this document, of the total correspondence between the parties and of all the evaluation, promotional and advertising material that Arte Movi may share with the Principal before making the sale of the Goods public will remain confidential and cannot be communicated to third parties by the Principal.

In the event of failure by the Principal to comply with the provisions of this article, Arte Movi may resolve this writing pursuant to art. 1456 cc. and obtain from the Principal- for each of the Goods- the payment of a penalty equal to the sum of the commission provided for by the art. 6 (applied on the Reserve referred to in § 5.5) and the commission to be paid by the successful tenderer provided for by the General Conditions of Sale (applied on the Reserve referred to in § 5.5), unless and without prejudice to any greater damage.

1.5. The Agent takes care of the organization of the auctions (see also art. 5) and assumes custody of the Goods from their delivery to the premises in San Giorgio Bigarello (MN), Via Legnaghese n. 30 and until the completion of the sale to the buyer, or, in the case of failed sale, until the return of the same Goods to the Principal (see also art. 4).

The Principal recognizes and accepts that it is his obligation to collect the Goods without delay in the event of their failure to be sold at auction or by private negotiation, without prejudice to what is better specified in the art. 7.4 and 7.5; The Principal undertakes to indemnify and hold

indemnifies the Agent from any expense or damage in the event of delay and/or failure to fulfill this obligation.

1.6. The Principal is responsible for all expenses other than those relating to the services referred to in the previous article 1.4 but in any case useful for the correct execution of the mandate (including, by way of example, packaging and shipping of the Goods, the costs of any archiving and authentication, filing by experts external to Arte Movi, conservative interventions with the aim of valorising the Good) and in any case all costs advanced by Arte Movi in the interests of the Principal.



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1.7 This mandate is irrevocable, also pursuant to art. 1723, paragraph 2, of the Civil Code.

Unless otherwise agreed between the parties, in the event of revocation the Principal will in any case be obliged to pay Arte Movi the following penalties (without prejudice to any greater damage) before being able to collect the Goods subject to the revocation:

(I) if the Principal revokes the Mandate before the start of display of the Goods to the public, the press and/or publication of the catalogue, of the use of the image of the Property for advertising purposes (depending on which event verify first), with reference to each Good subject to the revocation, the Principal must: a) reimburse Arte Movi for all expenses incurred in execution of the mandate; b) pay Arte Movi the amount equal to the sum of the commission provided for in the following article 6 and the auction fees due by the Winning Bidder, both calculated on the Reserve (referred to in § 5.5.);

(II) if the Principal revokes the Mandate after the start of the display of the Goods to the public, the printing and/or publication of the catalogue, the use of the image of the Good for advertising purposes (depending on which event occurs for first), with reference to each Good subject to the revocation, the Principal must: a) reimburse Arte Movi for all expenses incurred in execution of the mandate; b) pay Arte Movi the amount equal to the sum of the commission provided for in article 6 below and the auction fees due by the successful bidder, both calculated on the maximum valuation indicated in the catalogue.

1.8 For the purposes of this document, the Principal expressly grants Arte Movi the mandate to demand compliance from each Buyer and collect the sale price of the Goods.

The obligation for Arte Movi to take legal action against the Buyer for the fulfillment and/or recovery of the credit in the name and on behalf of the Principal remains excluded.

Article 2 - Declarations and guarantees of the principal

2.1 The Principal declares and guarantees to Arte Movi that:

a) be the sole owner of the Goods and have full right to dispose of them, transfer ownership and possession of them to the Buyer, free from constraints and/or rights of third parties, as well as being entitled to deliver the Goods to Arte Movi so that they can be sold under the terms and conditions set out in this mandate; as well as, in case of co-ownership and/or co-ownership of the Goods with third parties, to have been authorized by the latter to sign this mandate;

b) to be duly authorized to dispose of the Assets pursuant to current legislation (for example: in the case of collections, series of objects, state property) and that the Assets are not the subject of claims or pre-emptions by the Public Administration; and that there are no legal actions or out-of-court disputes of any nature underway regarding the Goods;

c) to have complied with the regulations in force for the import and/or export of the Goods (including Cites permits and certificates, where necessary) and not to be aware of any violations of said regulations by third parties and/or suppliers cause in relation to the Goods; in the event that one or more Goods have been imported into the European Union from a third country, the Principal declares and guarantees that the relevant Good has been legally imported into the European Union as well as legally and definitively exported from each State in which it was previously found, according to the laws of that State, and that all charges, duties and taxes possibly due in relation to the export and import of the Good have been paid, or that you have communicated in writing to Arte Move any duties or taxes of foreign countries to which the export and/or import will be subject in the event of sale of the Goods;

d) that the Goods delivered are authentic, not counterfeit, of legitimate origin, and have all the characteristics indicated in the description in Annex A; any information that the Principal becomes aware of regarding alterations to the Goods and/or doubts about their ownership, provenance, state, attribution or quality will be promptly communicated in writing by the latter to Arte Movi;

e) that, as of today, none of the Properties are the subject of a declaration of particularly important cultural interest (so-called notification) by the competent Authorities, pursuant to Legislative Decree no. 42/2004, and/or subjected to the precautionary regime referred to in art. 14, c.4, of the same Legislative Decree (so-called communication of initiation of the declaration of cultural interest procedure) (unless otherwise expressly indicated in Annex A), without prejudice to the provisions of the following § 2.4;

f) to have transferred to Arte Movi all information and documentation relating to the Goods and at its disposal.



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2.2. The aforementioned guarantees are also intended to apply to the Purchaser of each of the Goods.

2.3. In particular, the Principal declares to have provided Arte Movi with all information in his possession concerning: ownership right, condition, authenticity, provenance, attribution, import and export regime of the Goods, as well as having informed Arte Movi in writing regarding any doubt or opinion, even from third parties, in this regard. The Principal also guarantees to Arte Movi the truthfulness of the indications or statements of authorship, attribution, authenticity, era, date, origin, condition, quality, provenance and value provided by it with reference to the goods covered by this mandate.

2.4. The Principal undertakes to declare to Arte Movi whether the Goods put up for sale in the meantime will be the subject of a declaration of cultural interest pursuant to art. 13 of Legislative Decree no. 22 January 2004. 42 (Urban Code), or if in relation to the Goods

procedures for declaration of cultural interest will be initiated pursuant to art. 14 of the Urbani Code and, in case of failure to comply with this obligation, agrees to hold Arte Movi harmless in relation to any damage resulting from failure to comply with this obligation.

In the event that one or more Goods are the subject of the declaration of cultural interest and/or subjected to the precautionary regime referred to in art. 14, c. 4, of the Urbani Code, the Principal undertakes to report the award of the Goods to the competent Ministry pursuant to art. 59 of the Urbani Code as soon as Arte Movi gives confirmation in writing (it being understood that, on the other hand, the sale will be considered completed- and the ownership of each of the Goods will pass to the respective

Buyer- only following full payment to Arte Movi of everything owed by the Buyer).

The sale of the Goods will therefore be conditional on the failure of the competent Ministry to exercise the right of pre-emption within the legal terms. Pending the deadline for exercising pre-emption, the Property subject to award cannot be delivered to the Buyer, in accordance with the provisions of the art. 61 of the Urbani Code.

Arte Movi will pay the Principal the net proceeds of the sale (i.e. the price at which the Property is awarded at auction by the auctioneer to the Buyer, deducting expenses, purchase commissions, rights, commissions, and anything else foreseen from this mandate and the Conditions of Sale) after the deadline for exercising the right of pre-emption has elapsed, and after having received payment of the amount due from the Buyer and provided that the competent Ministry has not exercised the right of pre-emption.

2.5. If one or more of the above declarations and guarantees proves to be, in whole or in part, untrue or incomplete, the Principal will be required to compensate Arte Movi and the Buyers for all damages and expenses, for any reason whatsoever, deriving from such declarations and guarantees, and Arte Movi may in any case terminate the Contract pursuant to art. 1456 c.c. the Seller undertakes in any case to indemnify and hold harmless Arte Movi from any possible claims of any kind made by third parties (including bidders and/or the Buyer) with reference to the Goods and the declarations and guarantees referred to above.

In this case, the Principal also undertakes to reimburse Arte Movi of any amounts from the latter paid to the Principal for the sale of the disputed Goods, within seven days of the simple request by Arte Movi, without prejudice to any greater damage.

2.6. The Principal declares to have received Movi from Arte and to have fully read the current Conditions of Sale applied to the sale of goods, as published in the auction catalog and on its website, and posted in the auction room.

The Principal expressly declares to accept, without any reservation, everything provided for in the aforementioned Conditions of Sale and expresses his consent to their being applied to the sale of the Goods, including the right of Arte Movi to charge the Buyer an additional auction sales commission.



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2.7. Where necessary and/or appropriate for the purposes of the sale, the Principal hereby authorizes Arte Movi- upon written communication via e-mail from the latter and unless subsequently expressly denied in writing by the Principal- to make every effort to request the certificate of free movement (even preventively) of the Property from the competent Authorities and in the forms required by law, indicating as the value of the Property: a) in case of request for the certificate before the award, the value at least equal to the Reserve (as defined below); b) in case of request for the certificate after the award, the value at least equal to the award price.

Article 3 - Delivery and transport of the Goods

3.1. Arte Movi will receive the Goods covered by this mandate in the premises of San Giorgio Bigarello (MN) Via Legnaghese 30, based on the agreements between the parties.

3.2. The shipment and transport of the Goods until delivery to the premises of Via Legnaghese 30- San Giorgio Bigarello (MN) or to the place indicated by the Principal in all cases of return of the Goods, are the responsibility and expense of the Principal and under his liability, even if the Carrier was found by Arte Movi and the transport costs were anticipated by it.

3.3. The Principal expressly exempts Arte Movi from any liability for any risks and damages during transport; and therefore the relevant insurance will always be borne by the Principal.

Article 4 - Custody of Goods and responsibilities

4.1. Arte Movi declares that the risk of loss or damage to the Goods, entrusted to it for sale and stored at the premises in Via Legnaghese 30, San Giorgio Bigarello (MN), are covered by a suitable insurance policy.

The liability towards the Principal in relation to each of these Goods will subsist until the sale of the Goods is completed; or, in the case of non-sale, until the return of the same Goods to the Principal.

In the latter case, the responsibility for the custody of Arte Movi will in any case end upon expiry of the deadline granted to the Principal for the collection of the unsold Goods (except as provided in the following §§ 7.4 and 7.5).

4.2 In the event of loss and/or damage and/or theft of one or more Goods during the period in which Arte Movi is responsible for their safekeeping, Arte Movi will pay the Principal an amount not exceeding: (I) the price of award, if the Property has been sold; (II) to the Reserve (as defined below), if the Good remains unsold or if the Good is not offered for sale.

The above, in each case net of the sales commission (in the case of Goods sold) and expenses.

No further damage will be due by Arte Movi to the Principal. Arte Movi is excluded from any liability, in any capacity, where the damaged Goods have been packaged or transported by the Principal.

4.3. Under no circumstances will Arte Movi be responsible for the loss or damage to the Goods occurring following any intervention (including restoration interventions, on frames and cleaning) by third parties appointed by Arte Movi with the consent of the Principal, or for loss or damage caused or arising, directly or indirectly, from: (a) changes in humidity or temperature; (b) normal wear and tear or gradual deterioration resulting from interventions on the Goods and/or from hidden faults or defects (including woodworms); (c) acts of terrorism; (d) war, nuclear fission, radioactive contamination, chemical, biochemical or electromagnetic weapons; (e) processing errors arising from any cause; (f) failure to collect the unsold Goods pursuant to art. 7.4 and 7.5.

4.4. Arte Movi will not be responsible in any case: (I) for the deterioration that the Goods may suffer due to agents atmospheric, for natural alterations including restorations or old paint, for moths and parasites, for mechanical or electrical failures of devices that are an integral part of the Goods; (II) damage to the gilding of the frames, nor to the frames themselves when made of tablet or plaster.



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4.5. With reference to the Goods containing and/or consisting of books and/or other paper goods, the Principal expressly exempts Arte Movi from any liability in the event of: damage to the binding, and/or stains, and/or woodworm holes, and/or trimmed papers or tables and/or any other defect that does not affect the completeness of the text and/or illustrative apparatus; lack of table indexes, and/or blank sheets, and/or insertions, and/or supplements and appendices subsequent to the publication of the work.

With reference to the Goods containing paintings, prints and the like, the Principal expressly exempts Arte Movi from any liability for any damage to the frames and/or glass, where they do not independently constitute one of the Goods, or are presented as merely forming part of one of the Goods and therefore have no independent value.

Article 5 - Sales operations of goods

5.1. Arte Movi has the widest discretion regarding the composition of the lots, illustration and description of the Goods in its catalogues, in promotional information and communications, as well as regarding the terms and methods of sale, including the methods of participation and access to the sale of the Goods, including online, both at auction and in private negotiations.

The Principal exempts Arte Movi from any liability for errors or omissions in the description of the Goods and/or in general in the sales operations, in the preparation and conduct of the auction or private negotiation.

5.2 In particular, in the execution of the Mandate Arte Movi may freely decide: (a) the methods with which each Good is offered for sale; (b) the description and illustration of the Property and its characteristics in the auction catalog or in any other communication, public or private; (c) the date and place at which the Goods are to be offered for sale at auction; (d) whether to exhibit the Goods in public or private events.

Except for different organizational needs, the display of the Goods to the public may precede the relevant auction by approximately one week.

5.3. Arte Movi reserves the right, at its sole discretion, to withdraw one or more Goods from the auction (or to postpone the sale of the same for a reasonable period of time) at any time, if: (I) there are reasonable doubts on the attribution, authenticity or provenance of one or more goods forming part of the Assets; or (II) there are reasonable doubts as to the truthfulness of the representations and warranties referred to in Article 2; or (III) there have been serious breaches of this mandate by the Principal; or (IV) Arte Movi believes that the sale of the Goods could expose it to legal claims from third parties or damage its business reputation; or (V) Arte Movi has notice of claims or rights of third parties on the ownership, possession or detention of one or more Goods.

In such cases Arte Movi will have the right to immediately return the Goods to the Principal or to retain the Goods in custody pending the necessary checks and/or the settlement of any emerging dispute.

5.4. Any representation of the Goods, whether written or oral, including those published in any auction catalogue, report, guide or estimate, relating to any characteristic or quality of the Goods, including price or value, constitutes in each case a purely subjective opinion and staff of Arte Movi, can be modified at any time, and cannot in any case be considered as a forecast of the award and realization of the sale, nor can they generate in the Principal any type of trust and/or expectation, for any reason; neither Arte Movi, nor its directors, employees, consultants or collaborators in any capacity are responsible for errors or omissions contained in the aforementioned opinions.

5.5. Where in the specific column of the list of Goods referred to in Annex A, with reference to one or more of them, an amount in Euro is indicated under the reserve column (the "Reserve"), this represents the minimum price for of which he can proceed with the award and sale of each of the Goods.

Where one or more Goods are sold at a price lower than the Reserve, this difference will be borne by Arte Movi.

The proceeds due to the Principal from Arte Movi will be the same as if the Property had been sold at a price equal to the Reserve.



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5.6. In the event that the Reserve is foreseen, and the starting price of the Property is lower than the latter, Arte Movi may formulate offers during the auction without award, for amounts not exceeding that of the Reserve: for this purpose, the Parts are given

mutually agree and agree that any offers without award will be formulated by Arte Movi for the sole purpose of achieving the Reserve and will not have the effect of a purchase offer by Arte Movi; so- in the absence of higher offers from the participants in the auction- the award to Arte Movi will not take place and nothing will be owed to the Principal by Arte Movi. In any case, the Reserve cannot generate any trust or expectation on the part of the Principal, not even a specific one forecast of realization from the sale, nor liability on the part of Arte Movi, in any capacity.

5.7. The Principal will not be able to make offers regarding the Goods, nor will he be able to give instructions to this effect or appoint third parties to make offers in his name and/or on his behalf; if the Principal formulates an offer on his own (or commissions others to formulate it) and wins one or more Goods, he will be required to pay Arte Movi a sum equal to the total of the sales commission and the purchase commission due to Arte Movi as whether the Goods were actually sold to third parties.

Article 6 - Commission due to Arte Movi

6.1. In light of the mandate covered by this agreement, the Principal will correspond to Arte Movi as provided for in the art. 1.6 for expenses, as well as- in the event of the award and sale of one or more Goods- a commission (including VAT, where due) calculated on the hammer price at auction of each of the Goods and equal to:

from €0.00 to €49,999.00 13% | Over €50,000.00 10%

Furthermore, costs equal to Euro 2.00 will be payable by the Principal for each bank transfer carried out (or to be carried out) by Arte Movi.

6.2. The expenses and commission due by the Principal will be deducted from the amount collected by Arte Movi as the hammer price for the sale of each of the Goods, and retained by Arte Movi.

6.3. If one of the Goods sold at auction, or subsequently by private negotiation, is the work of a living author or one who has died no more than 70 years ago and if the sale price is not less than Euro 3,000.00, the Principal will also be required to pay- where due- the so-called "Resale Right" provided for by law 22 April 1941, n. 633 and following edits.

The amount due pursuant to the aforementioned law- up to a maximum of Euro 12,500.00- is determined according to the staggered percentages indicated below (unless subsequently amended by law):-

- 4% for the part of the sales price up to 50,000.00 Euros;
- 3% for the part of the sales price between 50,000.01 Euros and 200,000.00 Euros;
- 1% for the part of the sales price between 200,000.01 Euros and 350,000.00 Euros;
- 0.5% for the part of the sales price between 350,000.01 Euros and 500,000.00 Euros;
- 0.25% for the part of the sales price exceeding 500,000.00 Euros.

Where the Resale Right is due, Arte Movi will be responsible for withholding the corresponding amount based on the purchase price; award and pay it on behalf of the Principal to the "Italian Society of Authors and Publishers" (SIAE) pursuant to the provisions of art. 152 of Legislative Decree 22 April 1941, n. 633.

6.4. The Principal acknowledges and recognizes that the amount equal to the C.d. will be added to the hammer price. Auction fees due from the Winning Bidder, an amount which will be the exclusive responsibility of Arte Movi and retained by it.

6.5. If the Goods are (all or in part) unsold, the Principal will still be required to pay the amounts due for expenses pursuant to art. 1.6, no later than 20 (twenty) days from the expiry of the deadline for sale by negotiation private or in any case no later than the moment in which the Principal receives the unsold goods back.



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6.6. It is understood between the Parties that the above commissions will be due for each Good by the Principal to Arte Movi even if the Good is purchased by the State (or in any case by the competent Ministry and/or by any other body having right), and in case of exercise of the right of pre-emption pursuant to articles. 60 et seq. Urbani Code, both in the case of compulsory purchase pursuant to art. 70 Urbani Code, and in any other case provided for by law. Furthermore, if it is possible to charge the State (or the competent Ministry and/or any other entitled body) the purchase commissions for the Goods, these will be the exclusive responsibility of Arte Movi (even if paid by the State to the Principal: in this case must be paid by the Principal to Arte Movi within 5 days following the relevant payment payment) without the Principal being able to claim anything in this regard

Article 7 - Payments and collection of unsold items

7.1. Once the auction has taken place, Arte Movi will ask each Buyer to pay the price of the Goods awarded, in addition to the purchase commissions, rights, expenses and any other charges referred to in the Conditions of Sale.

Arte Movi will make the payment to the Principal of the award prices of the Goods sold and paid for, without prejudice to the deductions referred to in points 6.1, 6.3 and 6.4, following full payment by the Buyer of everything owed by the same (approximately 45 working days from the closing date of the auction in case of exact fulfillment of the Contractor; without prejudice to any right of pre-emption referred to in § 2.4 above).

The Principal acknowledges and accepts that, in the event of non-payment by the Purchaser of the amount (in whole or in part) due within ten days of the award of one or more Goods, Arte Movi will have the right to terminate the award and/or the sale of each of the Goods in question, pursuant to and for the purposes of the art. 1465 of the Civil Code, also in the name and on behalf of the Principal, and Arte Movi may retain any amounts paid (for any reason) by the Buyer as compensation for the activities carried out for the auction sale.

In this case the Principal expressly exempts Arte Movi from any possible liability and may take action possibly only against the defaulting Contractor for the protection of their rights.

7.2. The Principal acknowledges and accepts that the transfer of ownership of each of the awarded Goods will only take place after the full payment by the Buyer of all sums due for the award of each of the Goods.

7.3. In the event of a written dispute by the Buyer regarding the veracity of the information and/or statements of authorship, and/or attribution, and/or authenticity, and/or era, and/or date, and/or origin, and/or condition, and/or quality, and/or provenance, and/or value provided by Principal with reference to the Goods, Arte Movi may suspend any payment in favor of the Principal pending the resolution of the dispute, if necessary depositing the sums received by the Buyer to leading credit institutions.

Any dispute received by Arte Movi subsequent to the payment of the amount due to the Principal, will be addressed directly by the Principal, who authorizes Arte Movi, now and then, to provide the Purchaser with any data in its possession relating to the Principal itself, also pursuant to the legislation to protect privacy.

The Principal undertakes to indemnify and hold Arte Movi harmless from any prejudice that may arise to the latter from the actions promoted by the Buyer.

7.4.

Arte Movi must communicate to the Principal, within 10 (ten) days of the closing of each auction, the list of Goods sold and those left unsold.

For each of the Goods remaining unsold, the Principal may authorize Arte Movi in writing to put them back on sale in a subsequent auction with a new Reserve, lower than that established at the time of signing this contract.

Otherwise, each of the Goods remaining unsold must be collected by the Principal immediately and in any case no later than the following 5 days.

Failure to do so will result in any obligation of safekeeping on the part of Arte Movi, which will be exonerated from any



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responsibility (for any reason) in the event of damage, loss or theft of the Goods remaining unsold or in any case not collected by the Principal within the aforementioned deadline (it being understood that Arte Movi may possibly evaluate whether to deposit said Goods in third party warehouses, at the risk and expense of the Principal).

Upon express authorization by the Principal, Arte Movi may destroy the Goods remaining unsold and not collected by the Principal, without the latter being able to claim anything from Arte Movi in any capacity, and with any wider indemnity of the Principal in favor of Arte Movi with respect to any burden and liability in this regard, also with reference to any claims of third parties.

7.5. In the event of the Principal's death, incapacity, interdiction, extinction or termination for any reason, Arte Movi may return the unsold Goods to the Principal's assignees only upon formal agreement of all of them, or according to the methods established by the judicial authority, it being understood that whoever collects the Goods will still have to guarantee the non-existence of other entitled parties and indemnify and hold harmless Arte Movi from any claim (even future) by third parties.

Article 8 - Withdrawal of Arte Movi

8.1. Arte Movi has the right to unilaterally withdraw from this mandate at any time if necessary unquestionable judgement: (a) becomes aware of facts that cast doubt on the authenticity, provenance or attribution of one or more Goods; (b) believes and/or appears that any of the representations, declarations or guarantees made by Principal is inaccurate, ambiguous, incomplete or otherwise untruthful, or the latter has violated a clause of this mandate; (c) upon closer examination the Good has revealed losses or damages which significantly modify it the economic value is substantial; (d) the auction at which Arte Movi intended to offer the Property for sale has been canceled for any reason; (e) the Principal refuses to release the data necessary to allow Arte Movi to fulfill the customer due diligence obligations pursuant to Legislative Decree 231/07 and subsequent amendments and additions. In this case, the Principal will be required to collect the Goods immediately and in any case no later than 5 days following communication from Arte Movi.

Failure to do so will result in any obligation of safekeeping on the part of Arte Movi and Arte Movi will be exonerated from any liability (for any reason) in the event of damage, loss or theft of the Goods not collected by the Principal within the aforementioned deadline (it being understood that Arte Movi may possibly evaluate whether to deposit said Goods in third-party warehouses, at the risk and expense of the Principal).

Furthermore, the Principal hereby expressly authorizes Arte Movi to automatically destroy such Goods, without further notice and without the Principal being able to claim anything from Arte Movi in any capacity, also committing the Principal to indemnify and hold harmless Arte Movi from any burden and responsibility in this regard, also with reference to any claims of third parties.

Article 9 - Amendments, law and competent court

9.1. This mandate constitutes the final agreement between the Parties and replaces any previous agreement and agreement between them.

Any modification to this mandate will not be binding unless it results from a written document signed by all the Parties.

9.2. This mandate is governed by Italian law and subject to the exclusive jurisdiction of Italian judges.

Any dispute regarding this mandate will be referred, exclusively, to the territorial jurisdiction of the Court of Verona.



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Read, accepted and signed by the Parties

Verona, date _____

THE PRINCIPAL _____

ARTE MOVI CASA D'ASTE SRL _____

Also pursuant to and for the purposes of the articles. 1341 and 1342 of the Civil Code, the Parties specifically approve the following articles: 1 (§§ 1.3, 1.4, 1.5, 1.7); 2 (§§ 2.5, 2.6); 3 (§§ 3.3); 4; 5 (§§ 5.1, 5.3, 5.4, 5.6, 5.7); 6 (§§ 6.6); 7 (§§ 7.1, 7.3, 7.4, 7.5); 8; 9 (§§ 9.2).

THE PRINCIPAL _____

ARTE MOVI CASA D'ASTE SRL _____

Where applicable, the legislation on the protection of personal data, pursuant to and for the purposes of art. 13 of the G.D.P.R., EU Regulation 679/16, the undersigned declares to have received adequate written information (of which a broad receipt is also issued with the signing of this document) regarding the data provided which are necessary and indispensable for the correct execution of the contractual agreement, of their processing, of its duration, of the indications of the Owner, of the possible Data Processor, of the D.P.O., as well as of the concrete methods of exercising the rights that are recognized by the legislation in question.

He also declares to have full knowledge of the publication of the information in question also on the site www.artemovi-auctions.com, in the G.D.P.R. section

THE PRINCIPAL _____

For the purposes and effects of the processing of personal data for the further purpose of forwarding advertising and/or information initiatives, via e-mail or equivalent means, relating exclusively to the auctions and/or initiatives organized by Arte Movi

I authorize I do not authorize
knowingly the Data Controller to the processing in question.

THE PRINCIPAL _____



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C.I.T.E.S Regulation (Council Regulation (EC) No 338/97)

With reference to the finds consisting in part or in whole of materials belonging to the species of fauna and flora threatened with extinction protected by the Washington Convention on International Trade (C.I.T.E. S.), the finds covered by the this mandate will be subject to verification of the documentation provided by the contractor and/or the release of the pre-CITES appraisal and/or certificate, which will be provided or requested in the name and on behalf of the contractor. In the absence of the necessary documentation they will not be offered for sale.

(Article 8 of Reg.338/1997- Provisions relating to the control of commercial activities provides in fact in art. 1: "The purchase, offer to purchase, acquisition in any form for commercial purposes, public display for commercial purposes, use for profit and alienation, as well as the possession, offering or transport for alienation purposes, of specimens of the species covered by the aforementioned Regulation.



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Catalog glossary

The statements reported in the catalog regarding the author, attribution, origin, period, provenance and conditions of the lots in the catalog are to be considered as a personal opinion of the experts and scholars possibly consulted and not a fact.

Artist name: the work, in our opinion, is the work of the artist.

Attributed to (artist name): the work, in our opinion, is probably the work of the artist, but there is no certainty.

Workshop of (artist name): the work, in our opinion, is by an unknown painter from the artist's workshop who may or may not have executed it under his supervision.

Circle of (artist name): the work, in our opinion, is by an unknown, but distinguishable painter, linked to the aforementioned artist, but not necessarily by a student relationship.

Style of/follower of (artist name): the work, in our opinion, is by a painter, contemporary or nearly so contemporary, who works in the artist's style, without necessarily being linked to him by a student relationship.

Manner of (artist name): the work, in our opinion, was executed in the artist's style, but in the period next one.

From (artist name): the work, in our opinion, is a copy of a painting by the artist.

In style...: the work, in our opinion, is in the style mentioned, but from a later period.

Signed-dated-inscribed: in our opinion, the signature and/or date and/or inscription are in the artist's hand.

Bearing signature-date-inscription: in our opinion, the signature and/or date and/or inscription have been added.

Dimensions: The dimensions given are first the height and then the width, they are expressed in centimeters and for paintings they are to be understood without the frame.