

CONDITIONS OF ONLINE SALES

1. Only persons who have regularly registered by signing the relevant online form are allowed to take part in the auction.
2. The objects will be knocked down to the highest bidder on expiration of sales time.
3. The payment of the hammer price must be effected within 48 hours of the knocking down. Extended payments will not be accepted.
4. If there is a default of payment, in any case the successful bidder will be requested to pay a penalty equivalent to 20% of the hammer price to Farsettiarte, unless the damage has been greater than that. In case of a default of payment, Farsettiarte is empowered to: 1) withdraw from the sale, withholding the sum it has received as a deposit; 2) regard the contract as cancelled, withholding as a penalty the sum that has been paid, unless the damage has been greater than that. Farsettiarte is empowered, in any case, to demand fulfilment.

The successful bidder will pay, in addition to the hammer price, the following buyer's premiums:

Class 1	€ 0.00 to € 20,000.00	28.00%
Class 2	€ 20,001.00 to € 80,000.00	25.50%
Class 3	€ 80,001.00 to € 200,000.00	23.00%
Class 4	€ 200,001.00 to € 350,000.00	21.00%
Class 5	More than € 350,000.00	20.50%

5. Resale right. The obligations laid down by Legislative Decree 118 of 13/02/06 implementing Directive 2001/84/CE will be carried out by Farsettiarte.
6. If, for any reason, the buyer does not collect within the time limit of six working days the objects he/she has purchased and paid for, he/she will be requested to pay a fee to Farsettiarte for the safekeeping and insurance of the objects. This fee will be € 2.00 a day throughout the duration of the safekeeping, for lots of jewels and for silver and china objects; and € 5.00 a day throughout the duration of the safekeeping, for pieces of furniture, sculptures and paintings. However, if the sold object that has not been collected within the term stated above has deteriorated, has been damaged or has been stolen, Farsettiarte is relieved of all responsibility, even if no default action has been brought against the successful bidder, and even if no insurance has been taken out.
7. The delivery to the successful bidder will be carried out in Farsettiarte's premises in Prato (Viale della Repubblica, Area Museo Pecci), or entrusted to a courier and paid for by the successful bidder.
8. The objects will be displayed in Farsettiarte's premises in Prato (Viale della Repubblica, Area Museo Pecci), during the period of the duration of the time auction, exclusively by appointment. Consequently the successful bidder will not be allowed to protest against possible mistakes or inaccuracies in the data supplied by the catalogue or descriptive notes, or against possible differences between the photographic image and the object that has been displayed and sold, therefore against the fact that the characteristics indicated in the catalogue do not correspond to the actual characteristics of the object (even if this difference refers to the year in which the object has been made, the references and possible publication of the object, the technique with which it has been made, and the material with which, or on which, it has been made). The lots auctioned by Farsettiarte are sold in the conditions and state of repair in which they are at that time; therefore the references contained in the descriptions of the catalogue are not binding or exhaustive; written condition reports on the lots are available to the customer on demand, and in this case will complete the descriptions contained in the catalogue. All the descriptions supplied by Farsettiarte are made in good faith and merely express an opinion; so they cannot be regarded as binding for the Auction House or exhaustive. Farsettiarte urges the people who mean to take part in the auction to personally examine each lot and ask a restorer they trust or a professional specialist to assess it expressly, before they make a bid. Condition reports are supplied no later than two days before the date of the relevant auction, and absolutely not after it.
9. Farsettiarte acts as an agent for the parties who have entrusted it with the sale of the auctioned objects, so it is bound to respect the reserve limits laid down by the consignors even if they are unknown to the participants in the auction; and it cannot be charged with further obligations other than those relative to the mandate. All responsibility, according to articles 1476 and following of the Italian Civil Code, rests with the consignor.
10. The works described in this catalogue are exactly attributed within the limits indicated in the individual reports. The attribution data relevant to antique and nineteenth-century objects and works only reflect Farsettiarte's opinion, and cannot take on the value of expert evidence. Any objection in this regard must be received within the essential, final term of three days after the sale, and must be accompanied by the opinion of an expert who is acknowledged by Farsettiarte. After this term, Farsettiarte's responsibility will cease entirely. If the complaint is well-founded, Farsettiarte will reimburse only the sum that has been actually paid, exclusive of any further request on any grounds.
11. Neither Farsettiarte, nor its employees, clerks or collaborators are responsible for mistakes in the description of the objects, or for their genuineness or authenticity. It must be kept in mind that the description merely expresses bona fide opinions conforming to the standards of diligence that can be reasonably expected in an auction house. So the buyer/successful bidder is not given, with reference to the defects mentioned above, any implicit or explicit guarantee about the purchased lots. The objects are sold with the authentications issued by the parties who are accredited at the time of the purchase. So Farsettiarte will not be answerable, for any reason or on any grounds, in case of changes in the parties who are accredited and appointed to issue the authentications relevant to the objects. Any complaint, compensation claim or legal action for breach of the sale contract due to a defect or to inauthenticity of the object must be lodged, on pain of forfeiture, no later than five years after the date of the sale, and the object must be returned, together with a declaration by an acknowledged expert who vouches for the defect that has been discovered.
12. For all works by non-living artists made more than seventy years ago, the buyer will have to apply to the relevant agencies for a free-circulation certificate (exportation to EU countries) or for a licence (exportation to non-EU countries). Farsettiarte does not take responsibility with the buyer for the possible rejection of the application for a free-circulation certificate or licence. The works made less than seventy years ago may be exported by supplying to the relevant agencies a self-certification attesting the date in which the works were made (for works that have been made less than seventy years ago but more than fifty, in some cases the relevant agencies may apply restrictions to exportation).
13. The labels, marks and stamps that are present on the objects and testify to their proprietorship or changes of proprietorship are guaranteed by Farsettiarte as existent only until the moment in which the successful bidder collects the objects.
14. The temporarily imported objects coming from non-EU countries that are shown in the catalogue are subject to the VAT payment on their entire value (hammer price plus buyer's premium) if later they are imported definitively.
15. All the people who take part in the sale unconditionally accept these regulations. If they become the successful bidders of an object, they legally take on the responsibility relevant to the purchase they have made. Any dispute is expressly placed under the jurisdiction of the law court of Prato.