

Conditions of sale

The auction is organized, handled, and conducted by the auctioneer, Wouter De Bruycker Fine Arts & Gallery bv., acting as an agent on behalf of the vendor. The lots called up are in succession as in the catalogue. The auctioneer announces the catalogue number of the lot in question and buyers indicate their wish to bid by raising their paddle. Buyers may participate in the bidding only with a numbered bidding paddle. To receive a paddle buyers shall be registered with name, address, phone number and email address through the system the auction. Being registered buyers acknowledge to accept the conditions of sale.

On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer. However, in case of lots marked as „protected items” in the catalogue, Belgian museums reserve the right to buy the item at the hammer price.

The buyer has to pay 15 % (excluded VAT) of the hammer price and 4% Resale rights if applicable. In case the whole price is paid, the buyer can collect the object after the sale. A possibility to pay the amount within the space of 5 working days is rendered by the agent. In case of non-payment within two weeks of the date of the sale, the agent Wouter De Bruycker Fine Arts & Gallery bv. regards the buyer's bid as null and void in which case the buyer has no right to reclaim the deposit. Wouter De Bruycker Fine Arts & Gallery bv. reserves the right to reject the auctioning of certain lots listed

in the catalogue.

Bidding steps

under 200,- EUR	10 EUR
between 200– 400,- EUR	20 EUR
between 400 – 1.000,- EUR	50 EUR
between 1.000 – 2.000,- EUR	100 EUR
between 2.000 – 3.000,- EUR	200 EUR
between 3.000 – 5.000,- EUR	300 EUR
between 5.000 – 10.000,- EUR	500 EUR
above 10.000,- EUR	1.000 EUR

15 % buyer's premium (excluded VAT) shall be added to the hammer price and paid by buyer.

Immediately after sale the buyer assumes full risk and responsibility thereof for the lot including any loss or damage and for shipment. The auctioneer is not responsible for any damage occurring after the sale. If the buyer fails to ship the purchased item, the auctioneer has the right to charge 5 % of the price as storage and handling price per month from the sixth day of the date of the auction. In case the buyer fails to remove the goods – despite being called upon to do so – after 6 months the agent has the right to sell the item and will preserve the amount for the buyer as deposit minus expenses.

No seller may bid nor may any third-party bid on seller's behalf to reach an unreasonably high price thus inflicting a loss on any other party.

All lots are available for inspection prior to and during the sale.

Descriptions and illustrations in the catalogue/online are for identification purposes only. Buyers should inspect themselves prior to the sale as to the condition of each lot and should rely on their own judgement as to whether the lot accords with its description. The Wouter De Bruycker Fine Arts & Gallery bv., will not accept any complaints after the fall of the auctioneer's hammer on the lot unless

the item proves not to be genuine despite being marked so online. In such case the buyer may contest the sale in writing within three months of his/her doubt to the provenance or the authenticity of the item, but no later than five years from the date of the auction. The Wouter De Bruycker Fine Arts & Gallery bv. undertakes to re-purchase the item from the buyer for a price including the hammer price and the agency fee if an independent expert establishes that the item is not genuine.

All goods are sold with all faults and imperfections they have at the time of the sale without any warranty.

The auctioneer bears no responsibility for validity of the bids. The Wouter De Bruycker Fine Arts & Gallery bv. shall not be obliged to re-offer the lot for the hammer price at a future auction.

In our discretion, Wouter De Bruycker Fine Arts & Gallery bv. will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions in accordance with a purchase assignment. If the connection cannot be established in case of telephone bids (i.e. the bidding person cannot be reached for any reason), it is considered a bid for purchase placed on the starting price. We assume no liability for any difficulties in telecommunication that may arise. If the order to buy is successfully executed, 15 % of the purchase price is to be considered as deposit from the advance.

No objects marked PROTECTED may be taken abroad. Owners of protected goods will be registered by museums which should be notified in the case of any change in ownership.

Cultural goods requiring export permit may be temporarily or finally exported from Belgium in the possession of a license issued by the Department of the Ministry of Construction and Transport and the Department of the Ministry of Cultural Heritage. Customs service's control the export traffic and the necessary permits because of the national and EU Community regulations.

Unsold lots may be asked to be re-auctioned by the agent at the end of the sale.

Wouter De Bruycker Fine Arts & Gallery bv.
Antwerp, 28 February 2024

Important Information for Buyers

Absentee Bids

If instructed, we will execute bids and advise intending purchasers. This service is free. Lots will always be bought as cheaply as is allowed by other bids. In the event of identical bids, the earliest will take precedence. Always indicate a „top limit“ – the amount to which you would bid if you were attending the auction yourself. „Buy“ of unlimited bids will not be accepted. Orders when placed by telephone are accepted only at the sender's risk and must be confirmed before the sale by letter or written consignment. To ensure a satisfactory service to bidders we strongly urge you to send bids so that they are received at least 24 hours before the sale.

Paddle Bidding

To assist the progress of the sale all intending buyers are asked to collect a bidding paddle before the commencement of selling. All intending purchasers should bring with them some personal identifications. The numbered paddle may be used to indicate your bid to the auctioneer during the sale. Should you be the successful buyer of any lot please ensure that your bid paddle can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer please draw the auctioneer's attention to it immediately. All lots sold will be invoiced to the name and address given on the issue of the numbered bid paddles and cannot be transferred to other names and addresses. Please do not mislay your paddle. In the event of loss please inform the salesclerk immediately as others could misuse your paddle. At the end of the sale please return the paddle to the registration desk.

Explanation of Cataloguing Terms

Storage Charges

Items not collected within 7 days will be liable to storage transport and insurance charges.

Methods of Payment

Payment should be made online one on the received link by email immediately after the sale (see conditions of sale, point 3. and 4). The starting prices placed in the catalogue are given in euro. For telephone bidding and absentee bids only please include Lot number, your name, account number and invoice number with your instructions to the bank. (Absentee and telephone bids will be accepted in case of successful payment.) Buyers are advised that property will not be released until payments have been cleared. Despatch will be at the buyer's expense.

Pictures catalogued under the first name and family name of the painters are in our professional opinion works by the artists indicated, e.g. Juan de Flanders (1496–1519).

Pictures catalogued with the phrase attributed to are in our learned opinion works made probably by the artist indicated.

Pictures catalogued with the phrase Studio of are in our learned opinion works made in the studios of the artists indicated, executed possibly under their direction e.g. **Studio** of Juan de Flanders.

Pictures catalogued with the phrase **Circle** of are in our learned opinion works made in the period of the indicated artists' activity and under their influence.

Pictures catalogued with the phrase **Follower** of are in our learned opinion works by another artist working in the style of the indicated artists but at later dates.

Pictures catalogued with the phrase **School** each accompanied by a placename and date are in our learned opinion works executed at the indicated time and location, e.g. Italy, 18th century.

The term „**illegible**“ means that the artist could either not be identified or that the artist's name has been added at a later date by another hand.

Dimensions are given in cm, width before height.

The prices in the offline catalogue are not estimated but first bidding prices.

***The offline downloadable catalogue does not substitute the online available item/Lot descriptions, details, and photos.**

**** Terms & Conditions of the auction is available fully online. This document is not a full extract of the sales and buyer's terms and conditions agreement which is starts at the moment when the buyer signing up into the system and willingly providing their own personal details for the purchase, invoicing and accepting the Terms & Conditions.**