

PHILLIPS IN ASSOCIATION WITH WHITECHAPEL GALLERY  
ART ICON ONLINE-ONLY CHARITY AUCTION

CONDITIONS OF SALE

Effective as of 11 February 2025

These Conditions of Sale and Authorship govern the Phillips in association with Whitechapel Gallery Art Icon Online-Only Charity auction (the “Online-Only Auction”). Please read these Online-Only Conditions of Sale and Authorship Warranty carefully before participating in the Online-Only Auction. It is important you understand them. They contain the terms on which Phillips Auctioneers Limited, registered in England and Wales, Registration Number 04228373 (“Phillips”, “we,” “our” or “us”) and Whitechapel Gallery, the seller of the lots in the Online-Only Auction (“Seller” or “Whitechapel Gallery”) contract with you, registered bidders and buyers of lots in the auction (as the context requires “you”, “your”, “bidders”, “buyers”).

1. CONDITIONS OF SALE

By bidding at the Online-Only Auction, you agree to be bound by these Online-Only Conditions of Sale and Authorship Warranty as modified by any additional notices or terms published in the online saleroom.

2. PHILLIPS AS AGENT AND CONTRACT OF SALE

Phillips acts as an agent for Whitechapel Gallery, the seller of lots in the Online-Only Auction, unless a symbol in the lot description indicates otherwise.

On occasion, Phillips may own a lot directly, in which case we will act in a principal capacity as a seller, or a company affiliated with Phillips may own a lot, in which case we will act as agent for that company, or Phillips or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

The contract for sale of a lot is formed between Whitechapel Gallery (the seller of the lot) and the highest bidder on the lot at the time the Online-Only Auction closes.

3. DESCRIPTIONS AND CONDITION

**Descriptions**

Online lot descriptions may include the history of ownership of the property (also referred to as “provenance”), as well as any exhibition history and references to the property in art publications. Whilst we and Whitechapel Gallery are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive. In some cases, we may not disclose the identity of previous owners where we are not authorised to do so.

Please note that all dimensions included in the online property descriptions are approximate.

Photographs and illustrations are for identification purposes only and cannot be used as precise indications of size or convey full information as to the condition of lots. We make every effort to display the colours of Property in the Online-Only Auction as accurately as possible. The colours you see will however depend on the resolution of your monitor. We cannot guarantee that your monitor’s or your mobile device’s display of any colour will reflect accurately the colour of the item delivered.

Information provided in respect of any lot, including in the online lot descriptions and any condition report (where available) and whether written or oral is not a representation of fact but rather a statement of opinion held by Whitechapel Gallery.

**Condition**

You agree that each lot is sold “as is” and in the condition that it is in at the time of the Online Only Auction. Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. Online lot descriptions include references to condition only in the descriptions of multiple works (e.g., prints). Such references, though, do not amount to a full description of condition. The absence of reference to the condition of a lot in the online lot descriptions does not imply that the lot is free from faults or imperfections.

Solely as a convenience to clients, Whitechapel Gallery and Phillips may provide condition reports for certain of the lots in the Online-Only Auction. In preparing such reports, Whitechapel Gallery has assessed the condition in a manner appropriate to the estimated value of the property and the nature of the Online-Only Auction in which it is included. While condition reports are prepared honestly and carefully, Whitechapel Gallery and Phillips’ staff are not professional restorers or trained conservators. By bidding in the Online-Only Auction, you accept that many lots are of an age and type which means that they are not in perfect condition.

Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

**Viewing**

Lots offered in the Online-Only Auction are not available for viewing unless indicated otherwise in the online saleroom. Where we do organise exhibitions in Phillips’ gallery spaces, generally they will be of only a selection of lots from the Online-Only Auction. Our exhibitions are open to the public during our gallery opening hours and free of charge. The dates and times will be published in the online saleroom.

**Estimates**

The estimates published in the online lot descriptions are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in Phillips’ opinion, offer a chance of success. However, many lots achieve prices below or above the published estimates. Estimates may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips in our absolute discretion. Estimates do not include Buyer’s Premium or other applicable charges and taxes.

Although the Online-Only Auction is conducted in GBP pounds sterling, the estimates may be displayed in other currencies. These estimates are approximate and provided as a courtesy to our clients as exchange rates are constantly changing.

**Symbols Used in Lot Descriptions**

You may see the following symbols referenced in the online lot descriptions

● **No Reserve**

Unless indicated by a ●, all lots in the Online-Only Auction are offered subject to a reserve. A reserve is the confidential value established between Phillips and the seller and below which a lot may not be sold. The reserve for each lot is generally set at a percentage of the low estimate and will not exceed the low pre-sale estimate.

Δ **Property in which Phillips has an Ownership Interest**

Lots with this symbol indicate that Phillips owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

∑ **Endangered Species**

Lots with this symbol have been identified at the time of cataloguing as containing endangered or other protected species of wildlife which may be subject to restrictions regarding export or import and which may require permits for export as well as import.

⌘ **Property subject to US Import Tariffs**

Lots with this symbol indicate that the Property may be subject to additional tariffs upon importation into the United States of America. See paragraph 13 (Export, Import and Endangered Species Licences and Permits).

**4. PARTICIPATING IN THE ONLINE-ONLY AUCTION**

**Connectivity**

You can participate in the Online-Only Auction using either:

- (a) Phillips' online buying platform available on our website at [www.phillips.com](http://www.phillips.com); or
- (b) the Phillips App available to download from the iTunes® App Store.

The Online-Only Auction is optimized to run on Google Chrome, Firefox, Safari, Opera and Internet Explorer browsers.

Whilst we do everything within our control to ensure your participation in the Online-Only Auction runs smoothly, technical problems beyond our reasonable control sometimes occur. These include broadband and other internet capacity constraints, corporate firewalls, errors in the quality or display of digital images, errors in software and other technical problems. Phillips does not accept liability for any such difficulties or errors.

**Registration and approval**

You can register for the Online-Only Auction as soon as the Auction is listed on the Phillips website or Phillips App until the Auction starts to close or as may otherwise be indicated. Unless otherwise indicated, you must be at least 18 years old to register and participate in the Online-Only Auction.

The first time you register, you will need to create an account with Phillips. When you register for subsequent sales, you will only need to register for that sale. You will receive an email notification once your registration has been approved. You cannot place bids before your registration has been approved. Phillips has absolute discretion to refuse admission to or participation in the Online-Only Auction.

**Creating an Online Bidding Account**

If you do not have an existing Phillips online bidding account, you can create one by providing the information requested on our registration page. This includes:

**For private individuals**

- (a) your full name, nationality and date of birth;
- (b) a copy of a government issued photo ID (e.g. passport, national ID card); and
- (c) proof of your permanent residential address dated within the last 3 months (e.g. bank or credit card statement, utility bill, tax authority letter) unless this already appears on the photo ID;
- (d) a valid credit card in your name.

**For companies**

- (a) company name, place of incorporation/registration; registered number and nature of business;
- (b) registered address (and business address if different)
- (c) directors, shareholders and authorized signatories (if different to the directors)
- (d) certificate of incorporation or equivalent document or extract from relevant company registry or most recent tax return or audited accounts; and other information we may request to verify the directors and shareholders; and
- (e) a valid credit card in the company's name.

**Existing Online Bidding Account Holders**

If you have an existing online bidding account with Phillips, you may be asked to confirm your account details when you register for the Online-Only Auction and may be asked to provide updated identification, credit and payment information.

You can view and edit your information by clicking on 'My Account' online or on the Phillips App.

**5. BIDDING IN THE ONLINE-ONLY AUCTION**

**Placing bids**

As soon as the Online-Only Auction goes live for bidding, provided you have registered for and are approved for bidding in the Online-Only Auction, you can place the next incremental bid by clicking on the 'Bid' button or you can place a maximum bid by selecting an amount from the 'Place Max Bid' dropdown menu.

Once submitted all bids are final and cannot be reduced, retracted or revoked.

Phillips is not responsible for any errors you make in bidding.

You must place your bid in the increments provided for each lot as described below.

You cannot advance a bid outside of the increments provided.

By submitting a bid, you accept personal liability to pay the total Purchase Price including the Buyer's Premium and all applicable charges and taxes.

By registering and participating in the Online-Only Auction, bidders represent, warrant and confirm that (i) unless otherwise expressly agreed in writing with Phillips prior to the Online-Only Auction, they are bidding on their own behalf and not on behalf of anyone else (ii) they will be paying the Purchase Price from their own funds (iii) that their participation in the Online-Only Auction and payment of the Purchase Price is lawful and shall not breach any applicable sanctions laws, (iv) they are not resident or located in a sanctioned

jurisdiction including but not limited to Russia, Belarus, Iran and North Korea; and (v) any bids placed by them, or on their behalf, are not the product of any collusive or other anti-competitive behaviour or agreement and are not otherwise in breach of any applicable law, Government sanctions and other regulatory measures in force from time to time.

#### Outbid notifications

You will receive a notification if you are outbid by another bidder. In this instance, you will then have the option to place further bids on that lot, provided that the Online-Only Auction is still live for bidding. Provided you are logged into Phillips.com, you will be notified directly on the lot's page with the following on-screen notifications: "You have been outbid". If you are not logged into Phillips.com you will receive such notice by email. Please note that in order to receive such email notification, you must be fully logged out of your Phillips.com account. Closing the Phillips.com browser window is not a log-out of your Phillips.com account. It is your responsibility to follow the Online-Only Auction closely as you may be outbid in the last minutes of the Online-Only Auction (See Dynamic Bidding below). Phillips is not responsible in any event should you not receive any of the notifications described above.

#### Maximum bids

Instead of placing multiple, incremental bids, you can choose to place a "maximum bid" on any lot in the Online-Only Auction.

Placing a maximum bid does not mean you will end up paying the full amount of your maximum bid. The system will recognize your maximum bid and will place consecutive, incremental bids on your behalf up to but not exceeding the amount of your "maximum bid" in response to other bids placed.

Maximum bids must be at a recognized bidding increment in order to be processed. If your maximum bid has been outbid by other bidders, you should receive an outbid notification and will have the option to submit a new maximum bid. You may increase your maximum bid at any time during the timed Online-Only Auction. Once submitted, you cannot lower a maximum bid.

#### Bidding increments

Bidding generally opens below the low estimate and advances in increments of up to ten percent (10%), subject to Phillips' discretion as follows:

Bidding generally opens at or below the low estimate and advances in increments of up to 10%, in Phillips' discretion.

UK £50 to UK £1,000	by UK £50s
UK £1,000 to UK £2,000	by UK £100s
UK £2,000 to UK £3,000	by UK £200s
UK £3,000 to UK £5,000	by UK £200s, 500, 800 (e.g. UK £4,200, 4,500, 4,800)
UK £5,000 to UK £10,000	by UK £500s
UK £10,000 to UK £20,000	by UK £1,000s
UK £20,000 to UK £30,000	by UK £2,000s
UK £30,000 to UK £50,000	by UK £2,000s, 5,000, 8,000
UK £50,000 to UK £100,000	by UK £5,000s
UK £100,000 to UK £200,000	by UK £10,000s
above UK £200,000	To repeat in the same manner

#### Winning bids

At the close of bidding on each Lot in the timed Online-Only Auction, the highest bid accepted on a lot will be the successful bidder and buyer of that lot, unless special circumstances require Phillips to exercise its discretion.

When the Online-Only Auction closes, the contract for sale is formed automatically between the seller and the successful bidder on the lot.

Winning bidders will be notified and contacted by email after the Online-Only Auction has closed.

#### Lot Closing Time and Dynamic Bidding

A countdown clock is displayed on the lot description page for each lot in the Online-Only Auction. Dynamic bidding, also known as "popcorn bidding", will come into effect if a bid is made within the last 3 minutes of bidding time on a lot. For Online-Only Auction lots, if a bid is placed in the final three minutes of bidding time on a lot, the bidding period on that lot will be reset to 3 minutes. This way, there will always be 3-minute period between the last bid placed and the closing time of that lot.

For example, if there is a bid placed on a lot when there are 2 minutes and 53 seconds remaining to bid on that lot, 7 seconds will be added in order to reset the remaining bidding time for that lot to 3 minutes. These bidding time resets will continue indefinitely until there is no more bidding activity on the lot for a period of 3 minutes.

The reset of one lot's closing time does not affect the closing times of other lots in the Online-Only Auction, so it is possible that lots will close out of numerical order.

#### Staff bidding

Staff of Phillips and of our affiliated companies may participate in real time in the Online-Only Auction. We have strict staff bidding policies in place to ensure our staff will have no advantage over other bidders.

## 6. CONDUCT OF THE ONLINE-ONLY AUCTION

#### Reserves

Unless indicated by the symbol [●] each lot in the timed Online-Only Auction is offered for sale subject to a reserve price, which is the confidential minimum selling price agreed by Phillips with the seller. The reserve will not exceed the low estimate of the lot.

Phillips reserves the right, in its absolute discretion, to lower the reserve of any lot before the Online-Only Auction closes where no bids have been placed on the lot.

#### Actions Phillips can take

Phillips may take such actions as it reasonably considers appropriate to ensure the Online-Only Auction runs smoothly in accordance with legal obligations. Such actions may include but are not limited to:

- (a) refusing to accept bids on a lot where Phillips reasonably considers it appropriate to do so;
- (b) restarting the bidding on a lot where Phillips reasonably considers it appropriate to do so;
- (c) withdrawing a lot from the Online-Only Auction;

(d) re-offering a lot after the Online-Only Auction has closed where there is a dispute or error or other appropriate reason for doing so.

Phillips has no liability to bidders or buyers for any such actions which it may take during the Online-Only Auction.

**Currency**

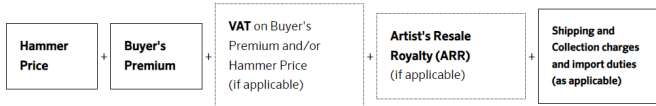
The Online-Only Auction will be conducted and invoiced in GBP pounds sterling (GBP) and all payments are due in GBP.

For the benefit of international clients, estimates in the Online sale particulars may be shown in other major traded currencies and, if so, will reflect approximate exchange rates. Any currency conversions displayed should be treated only as a guide. Phillips cannot be bound by any rate of exchange shown by the currency calculator and is not responsible for any error, omission or failure in providing these services.

**7. PURCHASE PRICE AND PAYMENT**

**Calculating the Total Purchase Price**

If you are the successful bidder and buyer of a Lot, the total purchase price you pay is made up of the following elements:



**Hammer Price:** This is the final, highest bid accepted for a lot when the lot closes for bidding during the Online-Only Auction.

**Buyer's Premium:** This is the commission Phillips charges the successful highest bidder and buyer of the lot.

The Buyer's Premium is calculated on the hammer price of the lot at the following rates on a cumulative basis:

- 27% on the portion of the hammer price up to and including £800,000; and
- 21% on the portion of the hammer price above £800,000 up to and including £4,500,000 and
- 14.5% on the portion of the hammer price above £4,500,000.

Where VAT is payable on the Buyer's Premium the VAT inclusive Buyer's Premium rates are 32.4%, 25.2% and 17.4% respectively.

**VAT**

Depending on the status of the artwork, and your status as a buyer, VAT may be charged on the Buyer Commission or the net Purchase Price (i.e. excluding Buyer Commission and any applicable ARR), or both.

**UK Auctioneer's Margin Scheme**

Most items we sell are second-hand goods, so we sell them under UK Auctioneer's Margin Scheme rules. Artworks falling into this category have no VAT symbol when listed in a price list or factsheet and are treated as follows:

No symbol	UK Auctioneer's Margin Scheme sale	20% VAT charged on the Buyer Commission and invoiced as part of the total Purchase Price on an inclusive basis
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**Special VAT Treatment**

If the artwork has one of the below symbols, the VAT treatment will be as follows:

VAT Symbol	Basis	Treatment
†	Standard UK VAT rules	20% VAT charged on both <ul style="list-style-type: none"> <li>• the net Purchase Price (i.e. excluding Buyer Commission, any applicable taxes and ARR); and</li> <li>• the Buyer Commission</li> </ul>
‡	Imported artwork under Temporary Admission (Low rate)	<ul style="list-style-type: none"> <li>• 5% import VAT on the net Purchase Price (i.e. excluding Buyer Commission and any applicable taxes and ARR); and</li> <li>• 20 % VAT on the Buyer Commission</li> </ul>
Ω	Imported lot under Temporary Admission (High rate)	<ul style="list-style-type: none"> <li>• 20% import VAT on the net Purchase Price (i.e. excluding Buyer Commission, any applicable taxes and ARR); and</li> <li>• 20% VAT on the Buyer Commission</li> </ul>

**♣ Artist's Resale Royalty (ARR)**

The laws in certain countries entitle qualifying artists or their estates to a royalty when the artist's works are re-sold for a hammer price of GBP 1,000 or more. Lots subject to ARR are marked with the symbol ♣. The ARR is calculated as a percentage of the hammer price on a cumulative basis as follows and is payable as part of the purchase price:

Portion of the Hammer Price (in GBP)	Royalty Rate
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

The total charge for ARR on any single lot cannot exceed GBP 12,500.

### Example

To illustrate how the purchase price is calculated, please see the below example:

#### UK Auctioneer's Margin Scheme lot

Hammer Price: £1,000,000

Buyer's Premium including VAT @20% £309,600:

Buyer's Premium Calculated as follows

27% of the first £800,000 of the hammer price = £216,000

+ 21% on the balance of £200,000 = £42,000

Total BP = £258,000

Plus VAT @ 20% on the total BP of £258,000 = £51,600

### Making Payment

Unless otherwise indicated, all prices, fees, charges and expenses set out in the online lot descriptions are quoted exclusive of applicable taxes.

Payments must be made by the invoiced party in GBP (Pounds Sterling). Please reference the relevant invoice number.

Payment is due immediately following the Auction regardless of any intention to obtain an export or import license or other permit for such lot.

Interest will be charged on late payment at the rate of 12% per annum.

You can pay for property bought in the Online Only Auction as follows:

#### Wire transfer

Payments may be made by wire transfer. Our account details are available on our website. Please reference the relevant invoice number when making payment.

If you are a new client bidding online in our Online-Only sale for the first time, as a security measure we may require you to pay for your lots by wire transfer only. This is our standard policy for all new clients.

#### Credit card

Alternatively, for invoices of £30,000 or less and where we agree, payment can be made by credit card. We accept American Express, Visa, MasterCard and UnionPay (UnionPay for in person transactions only).

## 8. COLLECTION, SHIPPING AND STORAGE

### Passing of ownership

You acquire legal title to purchased lots and those lots will be released to you for collection or shipping, only when Phillips has received:

- (a) your payment of the total Purchase Price for the lot, including Buyer's Premium, applicable taxes, charges and Artist Resale Royalty in cleared funds;
- (b) if applicable, your payment of all outstanding amounts you may owe to Phillips or any of our affiliated companies in cleared funds; and
- (c) any information we may require from you to complete our anti-money laundering and anti-terrorism financing checks.

### Collection from Whitechapel Gallery's London storage facilities

After the close of the Online-Only Auction, and following Phillips' receipt of full payment for the lot, lots will be available for collection from Whitechapel Gallery's London storage facilities.

Please give Whitechapel Gallery at least two working days' notice of the date you intend to collect, so that they can prepare the necessary release paperwork.

### Collection checklist

- Confirmed date agreed with Whitechapel Gallery
- Proof of payment
- A valid government issued identification (e.g. passport or ID card); and
- If an agent is collecting on your behalf, a signed authorization letter or instruction. Please note that neither Phillips nor Whitechapel Gallery will be responsible for the acts or omissions of any shippers or agents you instruct to collect the lot(s) on your behalf.

Property is collected by the buyer at the point it is released by Whitechapel Gallery to the buyer or to a third-party shipper acting for the buyer. The buyer is responsible for paying all import duties and local taxes which may be payable to import the Property to its final destination.

### Storage and other charges

Whitechapel Gallery will provide complimentary storage for up to 30 days after the auction. They will send you reminders, but if you do not collect your lots within the 30-day period and storage and other charges may apply.

### Risk of loss or damage

Lots will be at your risk after the 30-day free storage period. If you do not have appropriate insurance cover in place, you will need to make separate insurance arrangements. Whitechapel Gallery can provide you with a quote for storage insurance and you should contact them directly to discuss your needs.

### Shipment of lots to the United States of America

Buyers requesting shipment to the United States of America of lots bought in the Online Only Auction are responsible for paying all and any applicable Sales and/or Use Taxes which may be due.

## 9. FAILURE TO COLLECT PURCHASES

Whitechapel Gallery will not release purchased lots to the buyer until the Purchase Price and all charges have been paid in full.

If a purchased lot is paid for but not collected within six months of the Auction, the buyer authorizes Whitechapel Gallery, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at their reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Whitechapel Gallery, Phillips or Phillips' affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

## 10. REMEDIES FOR NON-PAYMENT

Without prejudice to any rights the seller may have, if the buyer fails to pay the Purchase Price for a lot in cleared funds within 7 (seven) days of the date the Online-Only Auction closes, we may in our sole discretion exercise one or more of the following remedies:

- (a) store the lot at Whitechapel Gallery's premises or elsewhere at the buyer's sole risk and expense;
- (b) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages;
- (c) reject future bids from the buyer or render such bids subject to payment of a deposit;
- (d) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds;
- (e) subject to notifying you, exercise a lien over any of the buyer's property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon;
- (f) resell the lot by auction or private sale, with estimates and a reserve set at Phillips' and Whitechapel Gallery's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and Buyer's Premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale;
- (g) commence legal proceedings to recover the hammer price and Buyer's Premium for that lot, together with interest and the costs of such proceedings;
- (h) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions;
- (i) release the name and address of the buyer to the Whitechapel Gallery to enable Whitechapel Gallery to commence legal proceedings to recover the amounts due and legal costs; and/ or
- (j) take such other action as we deem necessary or appropriate.

## 11. EU CONSUMER RIGHTS DIRECTIVE

### Your Right to Cancel the Purchase of a Lot

If you are a consumer habitually residing in the UK or the European Union and the seller of the lot you have bought is not a consumer, you have the right under the EU Consumer Rights Directive, as implemented into applicable national law, to cancel your online purchase within 14 days of the date you collect the lot or it is delivered to you. If the seller of the lot is also a consumer as identified in the lot particulars by the phrase "This lot is the property of a private individual", the cancellation right does not apply.

If you qualify for the cancellation right and wish to exercise it, you must notify us and Whitechapel Gallery in writing within 14 days of the date you collect the lot or it is delivered to you ("Cancellation Period"). You are considered to have collected a lot if you (or someone you authorise) collects the lot on your behalf.

Your written notice should be sent within the Cancellation Period by post to the Client Accounting Team, Phillips Auctioneers Limited, 30 Berkeley Square, London, W1J 6EX and to Whitechapel Gallery at 77-82 Whitechapel High St, London E1 7QX. The notice should state your name, residential address, contact details, invoice number, Phillips account number, description of the property and its date of collection or delivery and that you wish to exercise the EU Consumer Rights Directive cancellation right.

Within 14 days of sending us your cancellation notice, you must return the property to Whitechapel Gallery at your own cost in an unused/unaltered state in the same condition as when it was collected by or delivered to you. If the property was delivered to you, you should use the same secure shipping methods as Whitechapel Gallery used to deliver the property to you. You must pay all return shipping costs including any applicable import and customs fees, charges and taxes.

Upon Whitechapel Gallery receiving the property and provided it is in the same condition, we will reimburse the Purchase Price you paid (less any deductions for loss in value of the property due to excessive handling) to the same means of payment you used to pay the invoice.

## 12. PHILLIPS' RIGHT TO CANCEL THE SALE OF A LOT

Phillips has the right, but not the obligation, to cancel the sale of a lot if we reasonably believe:

- (a) there is a material breach of the seller's representations and warranties; or
- (b) a valid claim is made by the buyer under the Authorship Warranty (described below); or
- (c) a third party claim to ownership or title in the lot is made; or
- (d) other just cause exists.

Upon notice of Phillips' election to cancel the sale, the buyer will promptly return the lot to Whitechapel Gallery, and they will then refund the Purchase Price paid. The refund will constitute the sole remedy and recourse of the buyer against Phillips and Whitechapel Gallery with respect to such cancelled sale.

## 13. EXPORT, IMPORT AND ENDANGERED SPECIES LICENCES AND PERMITS

### Endangered Species

Before bidding on any property, you are advised to make your own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. You are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value.

If you are considering importing a lot into another country, you are responsible for familiarizing yourself with relevant export and import regulations of the countries concerned.

You are responsible for complying with these laws and obtaining any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

## US SHIPMENTS AND IMPORTS

### Customs Tariffs

Buyers intending to import property into the United States of America should note that US Customs may charge an additional import duty upon the importation of (i) products manufactured or created in mainland China and (ii) printed materials (including photographs, prints, lithographs, books and designs) printed in the UK or Germany. Phillips will mark with a symbol lots which may be subject to additional US import tariffs, where this is known to us. Please note, however, that any such markings are done by us only as a convenience to bidders. Phillips does not accept liability for errors including failing to mark lots accurately or for the absence of any marking.

#### Export, Import, Sales and/or Use Taxes

Buyers should note that they are responsible for all charges, duties and taxes related to the exportation and importation of lots shipped by them or shipped on their behalf, including any applicable Sales and/or Use Taxes which may be due on importing the property to the United States. Please contact the department organising the Auction for further details.

#### Export and Import Bans and Restrictions

Buyers should note that the export of items offered for sale in this Online-Only Auction to certain countries (including Russia and Belarus) may be prohibited pursuant to Government sanctions and other regulatory measures in force from time to time. Please contact the department organising the Auction for further details.

#### **14. PRIVACY**

- (a) You acknowledge and understand that we may process your personal data (including potentially special category data) in accordance with our privacy policy from time to time as published at [www.phillips.com](http://www.phillips.com) or available by emailing [dataprotection@phillips.com](mailto:dataprotection@phillips.com).
- (b) Our privacy policy sets out: (i) the types of personal data we will or may collect and process; (ii) the purposes for which we will or may process your personal data (including for example the provision of auction, private sale and related services; the performance and enforcement of these terms and conditions; the carrying out of identity and credit checks; keeping you informed about upcoming auctions, exhibitions and special events; and generally where reasonably necessary in the management and operation of our business); (iii) the lawful bases on which we rely in undertaking our processing of your personal data; (iv) your rights in respect of our processing of your personal data; and (v) various other information as required by applicable laws.
- (c) Your communications with Phillips, including by telephone and online (e.g. telephone and on-line bidding) may also be recorded for security, client service and bid monitoring purposes. Where we record such information, we will process it in accordance with our Privacy Policy available at [www.phillips.com](http://www.phillips.com).
- (d) Please note that if you are a successful bidder in the auction, we will pass your contact details to Whitechapel Gallery to facilitate the collection process for your purchased lot(s). See the paragraph titled Collection, Shipping and Storage above.

#### **15. LIMITATION OF LIABILITY**

- (a) Subject to sub-paragraph (e) below, the maximum amount of any liability of Phillips, our affiliated companies and Whitechapel Gallery to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.
- (b) Except as otherwise provided in this paragraph, none of Phillips, our affiliated companies or the seller: (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Whitechapel Gallery or Phillips or any of our affiliated companies; or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Whitechapel Gallery, Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.
- (c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and Whitechapel Gallery to the fullest extent permitted by law.
- (d) Subject to subparagraph (e) below, none of Phillips, our affiliated companies or Whitechapel Gallery shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in subparagraph (a) above, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.
- (e) No provision in these Online-Only Conditions of Sale will be deemed to exclude or limit the respective liability of Whitechapel Gallery, Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by them respectively or in respect of death or personal injury caused respectively by their negligent acts or omissions.

#### **16. COPYRIGHT**

The copyright in all images, illustrations and written materials produced by or for Phillips relating to a lot, including the contents of the online catalogue and sale particulars, is and shall remain at all times the property of Phillips and, such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in a lot.

#### **17. GENERAL**

- (a) These Online-Only Conditions of Sale and Authorship Warranty (as may be amended from time to time) set out the entire agreement between Phillips acting as agent for Whitechapel Gallery of the lots and registered bidders and buyers of lots in the Online-Only Auction, and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.
- (b) Notices to Phillips must be in writing and addressed to the Client Accounts Department, Phillips Auctioneers Limited 30 Berkeley Square, London, W1J 6EX, quoting the sale reference. Notices to clients will be in writing and addressed to the last address notified by those clients to Phillips.
- (c) These Online-Only Conditions of Sale and Authorship Warranty are binding on registered bidders and buyers and are not transferable by them to any other person. Phillips may transfer its rights under this agreement to other companies within the Phillips group from time to time.
- (d) If any of these Online-Only Conditions of Sale is found to be void, invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect. No failure or delay by any party to exercise any right or remedy under these Online-Only Conditions of will act as a waiver or release of that right or remedy in whole or in part.

#### **18. LAW AND JURISDICTION**

- (a) The rights and obligations of the parties with respect to these Online-Only Conditions of Sale and Authorship Warranty, the conduct of the Online-Only Auction and any matters arising out of or in connection with the Online-Only Auction, will be governed by and interpreted in accordance with English law, excluding its conflicts of law rules.
- (b) In the unlikely event of a dispute arising during or after the Online-Only Auction has closed, Phillips' sale record is conclusive. Phillips, all bidders and buyers and all sellers agree to the exclusive jurisdiction of the English courts to settle all disputes arising out of or in connection with all aspects of the matters and transactions to which these Online-Only Conditions of Sale and Authorship Warranty relate or apply.



## 19. AUTHORSHIP WARRANTY

Whitechapel Gallery warrants the authorship of property in the Online-Only Auction described in headings in BOLD or CAPITALIZED type for a period of five years from date the sale closes, subject to the following exclusions and limitations.

- (a) Whitechapel Gallery gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the online sale particulars states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date the Online-Only Auction opened, consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the Online-Only Auction opened or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the online sale particulars.
- (b) In any claim for breach of the Authorship Warranty, Whitechapel Gallery reserves the right, as a condition to cancelling rescinding any sale under this warranty, to require the buyer to provide to it at the buyer's expense the written opinions of two recognized experts approved in advance by Whitechapel Gallery. Whitechapel Gallery shall not be bound by any expert report produced by the buyer and reserves the right to consult its own experts at its expense. If Whitechapel Gallery agrees to rescind a sale under the Authorship Warranty, it shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by Whitechapel Gallery.
- (c) Subject to the exclusions set out in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that: (i) he or she has notified Whitechapel Gallery in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the Online-Only Auction in which the property was included, the lot number in the Online-Only Auction and the reasons why the authorship of the lot is being questioned; and (ii) the buyer returns the lot to Whitechapel Gallery in the same condition as at the time the Online-Only Auction closed and is able to transfer good and marketable title in the lot free from any third-party claim arising after the date the Online-Only Auction closed.
- (d) Whitechapel Gallery has discretion to waive any of the above requirements set out in this subparagraph (c) or subparagraph (b) above.
- (e) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy constitutes the sole remedy and recourse of the buyer against Whitechapel Gallery, Phillips, and any of our respective affiliated companies and is in lieu of any other remedy available as a matter of law or equity. This means that Whitechapel Gallery, Phillips and none of our respective affiliated companies will be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.