

**INTRODUCTION**

Perihasta, Lda, a company limited by shares, hereinafter called "VERITAS" or "the auctioneer", conditions its activity to the terms and conditions described on the articles below, and to any other specific conditions, adequately expressed or made public. The presented conditions to buy or sell at an auction must be understood as a business system as a whole.

**GLOSSARY AND FREQUENTLY USED CONCEPTS**

For these terms and conditions, as well as for all VERITAS' communications:

- Portfolio - Any and every publicity, brochure, pricelist, or publication by VERITAS.
- Piece(s), Goods, or Lot(s) - Any articles or objects marketed by VERITAS, which can be original works of art, or not.
- Original Work of Art - Defined according to the article 54, No. 2, on the Code of Copyright and Related Rights, as any graphic or plastic work, such as a painting, collage, painting, drawing, silkscreen, engraving, print, lithography, sculpture, tapestry, ceramic, glass, and photography, executed by the author or copies that are considered original works of art, in which case they must be numbered, signed or in any other way authorized by the author.
- Bid - Offer a certain price for a specific lot at an auction.
- Hammer Price - The price at which the merchandise is knocked down to the final bidder.
- Prospective Buyer - Any person of legal majority registered at the auction who can him/herself or via a representative, according to these terms and conditions, bid for the lots showcased at the auction.
- Buyer - Any person of legal majority and registered at the auction that places or has a representative place the highest bid, and to whom the auctioneer grants the Hammer Price.
- Purchase Commission - Commission regarding the piece(s) or lot(s) purchase, applied to the hammer price, including VAT at the applicable rate in force, and paid by the buyer at the applicable rate.
- Vendor - Person or entity who celebrates a consignment agreement to sell and/or place good at an auction.
- Sales commission - Commission regarding the sales, to be deducted from the hammer price, including VAT at the applicable rate in force, and supported by the vendor at the applicable rate.
- Applicable Rate - Corresponds to the rates that are applicable to the sales commission and to the purchase commission, and that are adequately publicized or specified by VERITAS.

**PURCHASE CONDITIONS AT AN AUCTION**

**ARTICLE 1 - REGISTRATION**

- a. In order to be considered a buyer or a potential buyer, the registration is necessary before the auction starts and the bidding number is assigned. In order to register, the potential buyer must be of legal majority and supply the information regarding his/her civil and tax identification, as well as his/her address and phone number, and stating upon registration that he/she knows and accepts the present terms and conditions.
- b. VERITAS may require the presentation of a valid and original document for identification.
- c. VERITAS considers that the potential buyer acts on his/her own behalf, except when as a representative of a third party, in which case a valid power of attorney must be provided.

**ARTICLE 2 - RIGHT OF ADMISSION**

- a. VERITAS reserves the right of admission, presence, or registration at their auctions, as well as the right to ignore any bid that has not adequately complied to these terms and conditions, namely in regards to payment obligations and picking up the goods bought at previous auctions.
- b. PA guarantee for the amount and method of payment can be requested at any time to any potential buyer.

**ARTICLE 3 - BIDDING AND BUYING**

- a. VERITAS considers that the best way to participate in an auction is for the potential buyer to be physically present, except when the auction is held exclusively online. If this is not possible, there are two alternatives available to participate in the auction:
  - i. Written bidding, without adversely affecting what is anticipated on the previous articles, the auctioneer can bid on behalf and at the expense of the potential buyers who explicitly request it on an adequate form that should be filled in according to the instructions there listed, as long as this form is received at least 3(three) hours before the auction starts;
  - ii. Bidding by phone, which can be requested by the buyer, by previously indicating which lots he/she wants to bid on the phone, as well as indicating the telephone number(s) through which he/she can be contacted with a minimum of a 3(three) hour notice before the auction starts. A phone bid implies that the buyer is committed to at least cover the minimum estimate on the portfolio. If it is not possible, for any reason, to call the potential buyer on the phone, VERITAS reserves the right to bid on his/her behalf for the minimum value on the portfolio for that (those) specific lot(s).
- b. The services mentioned on this article, specifically the written and phone bidding service, are provided as a courtesy to potential buyers who cannot attend the auction, and are as such classified and free of charge.
- c. Despite what is mentioned above, VERITAS, as well as its employees, representatives, or co-operators, must not be held accountable for any mistake, error, or failure that may occur, even if it is their fault.
- d. VERITAS cannot act on its own behalf as a buyer at an auction.
- e. VERITAS considers a buyer to be the person who has registered or is adequately represented by a third party, bids and buys for the highest bid, in which case the auctioneer must decide with an utter discretionary power upon any doubt that arises during the auction, and he/she can withdraw or put back in auction any lot.
- f. In an exclusively held online auction, all registered bids made by online bidders are purchase and sale contracts and are considered final and binding. Should two bidders make an equal maximum offer, only the first one received by VERITAS shall be valid.

**ARTICLE 4 - RISING BIDS**

- a. With an utter and complete discretionary power, it is up to VERITAS to decide the amount added between bids for each lot, though it must never exceed the previous bid by more than 10%, nor can he/she accept a bid below €10.
- b. The auctioneer has the right to refuse any bid that does not exceed the previous bid in at least 5%.
- c. In an exclusively held online auction, the increments required for each bid are indicated in the bidding interface and lower bids will not be accepted.

**ARTICLE 5 - CONDITION AND DESCRIPTION OF THE LOTS**

The lots taken to auction will be bought where and in the condition they are in, and it is the potential buyer's responsibility to analyse their condition during their public exhibition on the days before the auction, as well as how accurate the description on the portfolio, references to possible restorations, flaws, faults, and imperfections.

**ARTICLE 6 - PAYMENT AND PICKING UP THE ACQUIRED LOTS**

- a. According to the price list at VERITAS, the buyer is committed to paying VERITAS, the total amount due for buying the goods, i.e., the final bid amount, plus a 15% commission, plus VAT according to the Special Arrangements for Sale by Public Auction.
- b. The buyer is committed to pay as per the previous condition, and also to pick up the goods up to 5(five) business days after the purchase takes place; a deposit of 30% may be required upon purchase, if there is not a guarantee to cover it already.
- c. Once these 5(five) business days are through, the auctioneer reserves the right to charge interest at the legal rate for commercial transactions.
- d. The lots purchased by the buyer can only be picked up once the total amount is paid to the auctioneer.

**ARTICLE 7 - OWNERSHIP OF THE PURCHASED GOODS OR LOTS**

- a. The ownership of the purchased good or lot is only transferred to the buyer once the auctioneer is paid the total amount in cash, certified check, or bank transfer. In case the payment is made with a non-certified check, the total amount is only considered paid for once the check is credited, no matter if the good or lot is already with the buyer, or not.
- b. While the ownership transfer conditions mentioned above are not verified, the lot remains property of the seller.

**ARTICLE 8 - PICK-UP AND TRANSPORTATION OF THE PURCHASED GOODS OR LOTS**

- a. Handling, packaging, picking up, and transportation of the purchased lot(s) are the buyer's sole responsibility. As such, any support provided or mediated by VERITAS, their employees, representatives, or cooperators, is a courtesy, with the permission of the buyer, and under his utter and complete responsibility, and VERITAS must not be held accountable for any sort of damage, even if it is the consequence of neglect.
- b. 5(five) business days after the purchase, if the goods have not been picked up by the buyer, he/she will be accountable for any loss or damage that may occur to it. The buyer is also accountable for all the expenses of applicable removal, storage, and/or insurance.
- c. In case the good is partially or completely paid for, but has not been picked up within 5(five) business days as mentioned above, and a loss or damage of the good occurs, including theft or robbery, the buyer is only entitled to receiving the amount paid to date for the good, and there is no place for a compensation or interest.

**ARTICLE 9 - LACK OF PAYMENT OR MISSED PICK-UP FOR ACQUIRED GOODS OR LOTS**

- a. If the buyer does not pay the total amount to the auctioneer within 21(twenty-one) days after the purchasing takes place at the auction, VERITAS can, at any time, demand a compensation for that, on its behalf or on the vendor's behalf:
  - i. Attempt legal action for the total amount due;
  - ii. Notify the buyer of the purchase cancellation, without the loss of the commission due by the vendor to VERITAS, as well as the consequent possibility of a legal action to charge it.
  - iii. Charge interest at the legal rate over the amount due, after the 22nd (twenty-second) day after the total amount is due;
  - iv. Retain any other goods sold to the buyer at this or any other auction, making those available only after the total amount due is paid for;
  - v. Take any measures that seem adequate to obtain the total or partial payment due by the buyer, including retaining a good, whatever it is, that is in VERITAS's possession;
  - vi. The situations mentioned above must be understood without harm of any other rights that VERITAS may have, such as the right to demand payment of interest, handling, packaging, transportation, storage, and insurance expenses that may have taken place.
- b. The buyer who has not picked up the acquired lot(s), in spite having paid for it/them, will be the only one accountable for all the costs regarding handling, packaging, transportation, storage, and insurance expenses, and it is up to VERITAS to decide if the storage is made at their own warehouse or at a third- third-party.

**ARTICLE 10 - PHOTOGRAPHY AND PUBLICATION COPYRIGHTS AFTER PURCHASE**

The buyer hereby authorizes VERITAS to photograph, publish, publicize, and use on any form and at any time, for commercial, cultural, academic, or other purposes, which may or may not be related to the auction, the image and description of all the goods that were acquired through VERITAS.

**SALES TERMS AND CONDITIONS AT AN AUCTION**

**ARTICLE 11 - CONSIGNMENT AGREEMENT**

- The buyer and the auctioneer enter into a consignment contract to sell and/or to place goods at an auction, which is signed by both parties and is hereinafter called "contract" which includes:
  - a. Fiscal and civil identification of the vendor;
  - b. Summarized description and identification of the piece(s) to consign;
  - c. Commission due to the auctioneer;
  - d. The minimum value to be paid for the piece(s);
  - e. Rates regarding insurance, inventory and portfolio, and any other costs specifically agreed upon by both parties regarding transportation, photographs, etc.

**ARTICLE 12 - VENDOR'S GUARANTEES**

- a. The vendor guarantees the auctioneer and the buyer to be the legal owner or representative of the goods consigned for.
- b. The vendor guarantees that there are no third party claims regarding the ownership rights of the consigned goods.

- c. The vendor confirms that all the information provided to the auctioneer is correct regarding the origin of the goods, and that no information was held regarding ownership, authenticity, condition, attributes, or history of possible import or export.
- d. The vendor guarantees that the good(s) is(are) fully paid for and that there are no outstanding payments due, and is hereby committed to paying any rates to which he/she is legally bound as a consequence of this transaction.
- e. The vendor confirms that there are no restrictions regarding the exhibition, showcasing, or reproduction of imagery for the consigned goods, except for specific exceptions.
- f. The vendor is committed to compensate the auctioneer and the buyer, in case the above mentioned guarantees are not observed, and the auctioneer reserves the right to immediately terminate the consignment contract.
- g. The vendor is hereby committed to deliver or make the consigned good(s) available for VERITAS and the buyer as soon as and every time this is requested.

#### ARTICLE 13 - PREPARING THE SALE

- a. The auctioneer reserves the right to decide on the description and depiction of each piece to include it on the portfolio, and also reserves the right to promote and publicize the sale on all the communication channels deemed to be adequate.
- b. The vendor allows the auctioneer to use experts or external consultants to evaluate the consigned piece(s).
- c. The estimate presented by the auctioneer results from its evaluation considering the current condition of the piece and of its context in the market to date, and it is subject to an update of which the vendor should be informed of.
- d. The contract concluded between VERITAS and the vendor can be altered or cancelled by mutual agreement, however, VERITAS reserves the right to alter the description and increase the minimum price to sell the goods in the contract, as well as to establish the number of pieces per lot.
- e. In case the contract is cancelled by the vendor, he/she must compensate the auctioneer, for maintenance, evaluation, portfolio, and insurance costs, calculated as 17% of the minimum price estimated for the consigned piece(s).

#### ARTICLE 14 - TRANSPORTATION AND DEPOSIT OF PIECES

The transportation and deposit of goods at the auctioneer's premises, as well as the pick-up and transportation in case they are not sold, are entirely the responsibility of the vendor, except in situations that are agreed upon by both parties. As such, it is considered that any support provided or mediated by VERITAS, its representatives, employees, or cooperators, is carried out as a courtesy, with the exclusive permission and accountability of the vendor.

#### ARTICLE 15 - ACCOUNTABILITY FOR LOSS OR DAMAGE

Any loss or damage, including theft or robbery, which happen to any of the consigned goods while in possession of the vendor, before or after the contract is entered into, are of the vendor's entire and sole responsibility, and the consequences are to be dealt with by the vendor in case the terms and conditions on this document are not complied to, namely in case there is a compensation for the auctioneer and/or buyer.

#### ARTICLE 16 - PAYMENT BY THE VENDOR TO THE AUCTIONEER

- The vendor hereby authorizes VERITAS to:
  - a. Deduct the sales commission from the purchase amount according to what was previously agreed upon on the contract between both parties, including the values correspondent to VAT at the legal rate.
  - b. Deduct from the purchase amount any other rates and costs due by the buyer to the auctioneer, including the values regarding VAT at the legal rate.
  - c. Receive commission due by the buyer according to the terms and conditions hereby exposed.

#### ARTICLE 17 - PAYMENT BY THE AUCTIONEER TO THE VENDOR

- a. Once the consigned goods are sold and payment is successful, the auctioneer is committed to delivering the vendor the transaction amount, after deducting commissions, rates, costs, and taxes owed according to the conditions stated on the agreement, up to 30(thirty) days after the auction is closed.
- b. If the auctioneer has not received the total purchase amount from the buyer, the auctioneer must inform the vendor if this situation and both parties can agree upon: cancelling the purchase or wait until the outstanding values are paid for by the buyer.

#### ARTICLE 18 - OTHER PAYMENTS

- 1. Original Works of Art
  - a. When a piece sold by VERITAS is an Original Work of Art, that is not architectural or a work of applied art, according to article 54 of the Copyright and Associated Rights Code (as per Law No.24/2006, June 30), the author or his/her heirs have the right to a tax-free participation over the transaction value. According to this article, the payment for this participation is of the entire responsibility of the vendor, and he/she is committed to deliver that amount to the author or to his/her heirs.
  - b. In case the author, his/her heirs, or their valid representatives contact VERITAS regarding the participation mentioned above, VERITAS will inform them of the identification and contact information and terms under which the transaction was processed, so that the author can exercise his/her legal rights with the vendor.
  - c. In case the author, his/her heirs, or valid representatives demand such payment from VERITAS, before VERITAS has paid the vendor, the vendor hereby authorizes VERITAS to deduct the liquid amount owed from the amount regarding compliance of such article.
  - d. The participation mentioned on the same article determines that this must never exceed €12.500, and it is calculated as follows:
    - i. 4% of the purchase value, if this is between €3.000 and €50.000;
    - ii. 3% of the purchase value, if this is between €50.000,01 and €200.000;
    - iii. 1% of the purchase value, if this is between €200.000,01 and €350.000;
    - iv. 0,5% of the purchase value, if this is between €350.000,01 and €500.000;
    - v. 0,25% of the purchase value, if this is above €500.000,01.
- 2. Buyer's purchases
  - The buyer hereby authorizes VERITAS to deduct the net amount owed regarding the amounts that he/she has to pay as a buyer, at any given time that he/she purchases at an auction, according to the terms and conditions agreed upon.

#### ARTICLE 19 - GOODS NOT SOLD AT THE AUCTION

- a. Save where otherwise expressly provided for by the vendor, the auctioneer reserves

the right to sell the goods for the minimum purchase value agreed with the vendor, plus the auctioneer's commission and due taxes, within the 20(twenty) business days after the auction is closed.

- b. In the cases where, after the deadline stipulated above or another deadline agreed upon by both parties, the sale of the piece(s) took place, the auctioneer must inform the vendor of this situation in order to:
  - i. The vendor to pay VERITAS the amount stipulated on the contract entered into by both parties;
  - ii. The vendor to pick up the piece(s) consigned within 5(five) business days after the information is disclosed to the vendor. The vendor is accountable for any damage, including theft or robbery, and must not hold VERITAS accountable once this deadline is complete. After the deadline hereby set, all expenses (insurance, storage, handling, etc.) are of the vendor's sole responsibility.
- c. 90 (ninety) days after the vendor is informed that the goods have not been sold at the auction, VERITAS can sell the goods without contemplating the minimum sale value agreed upon by both parties, thus receiving the commissions, rates or costs stipulated on the contract entered into by both parties, and is also allowed to deduct any other amounts owed by the vendor to the auctioneer.

### GENERAL AND FINAL PROVISIONS

#### ARTICLE 20 - IMAGERY DEPICTED ON THE PORTFOLIO

All imagery available in the catalogue should not replace the physical inspection and observation of objects. VERITAS recommends the prospective buyer to check the conformity of the piece in its original form and its particularities.

#### ARTICLE 21 - LOTS DESCRIPTION

- a. Any depiction or description presented by VERITAS, on any portfolio, regarding its authorship, attribute, authenticity, origin, date, age, place of provenance, condition, or estimate for sale price, must be understood as a mere opinion based on VERITAS's current knowledge of the pieces as well as the guarantees provided by the vendor.
- b. All buyers or potential buyers must make their own value judgment, considering the description, the condition(s) of the lots or pieces they are interested in.
- c. Regarding the condition and description of the lots, the conditions listed on Article 5 of these terms and conditions must also be considered.

#### ARTICLE 22 - COMMUNICATION

The communication from VERITAS to vendors, potential buyers, or owners must be made via fax, email, telephone, or registered mail, and are considered as received until 48 hours after they were sent.

#### ARTICLE 23 - PERSONAL DATA

- a. The buyers and sellers ("data subjects") expressly acknowledge to VERITAS the right to process their personal data, namely, identification data, contact data and bank account data.
- b. The data processing is executed in order to comply with the negotiation terms and contract obligations set forth in this contract.
- c. VERITAS may transmit the personal data of data subjects to the authorities and public and/or private entities, for compliance of legal obligations, including but not excluding, the Tax Authority, the Directorate-General of Cultural Heritage, Judiciary Police and the Portuguese Society of Authors.
- d. The personal data is also shared - and to the extent strictly necessary - with the entities that provide services to VERITAS and that, on the scope of those services, treat or may treat personal data of data subjects.
- e. The personal data of data subjects may be conserved by VERITAS for a conservation period up to 10 (ten) years upon the termination of the contractual relationship, which may be higher based on applicable legal obligations or eventual use in any judicial process.
- f. In the terms of the applicable legislation on the matter of data protection, the following rights are granted to data subjects concerning their personal data processing: (i) right to access, (ii) erasure right, (iii) rectification right, (iv) data portability right, (v) processing restriction right, (vi) opposition right and (vii) right to complain - i.e., the right to present a complaint within the National Data Protection Commission (<https://www.cnpd.pt>).
- g. The data subjects declare that they acknowledge VERITAS Privacy Policy available on the following link [www.veritas.art](http://www.veritas.art)

#### ARTICLE 24 - JURISDICTION

The Court of Lisbon shall have exclusive jurisdiction over any disputes relating to the terms and conditions mentioned above, and any other Court is hereby renounced to.