

# Sales Agreement Application/Telephone Bid Form

Sale Title :

I request Mallet International (hereinafter referred to as "MI") to bid on my behalf on the following lot(s) up to the maximum price(s) I have indicated for each lot. I understand that if my bid is successful, the purchase price will be the sum of the hammer price and an additional **16.5%** of the hammer price each lot and that I am obliged to pay the full purchase price to MI by the payment deadline. I also agree to be bound by the sales agreement with MI as well as by Mallet Auction's Terms and Conditions which govern all purchases at Mallet Auction.

Please indicate in what capacity you will be bidding (please select one):  As a private individual  On behalf of a company  
 As a business operator (individual or otherwise)

Title  First Name  Last Name

Company (if applicable)  Client no. (if known)

Email  \*Please indicate if you would like to receive emails regarding Mallet Japan's upcoming auctions/news

Fax no.  VAT no. (if applicable)

Address

City  Postal Code  Country

## Telephone Numbers During Sale

Primary  Secondary

**1**  **2**

### Entrustment and Purchase Agreement between Overseas Prospective Buyers and MI

#### Article 1 (Purpose)

The Overseas Prospective Buyer (hereinafter referred to as "Buyer") consigns MI to participate in the auction of artworks, etc. conducted by Mallet Japan Inc. under the name of Mallet Auction or otherwise (hereinafter referred to as "Auction") and bid for item specified by the Buyer (hereinafter referred to as "Desired Item") at the price specified by the Buyer (hereinafter referred to as "Indicated Bid Price"), and purchase such Desired Item from MI, subject to MI's successful bidding therefor.

#### Article 2 (Conclusion of Agreement)

This Agreement is concluded when the Buyer makes an offer via this form and MI provides the Buyer with a notice of acknowledgement thereon through facsimile, mail or email, etc.

Article 3 (Application of Auction Terms and Conditions)  
 Unless specially provided for herein, the Buyer and MI shall comply with the Auction Terms and Conditions stipulated by Mallet Japan Inc. (hereinafter referred to as "Terms and Conditions"). In the event of any discrepancy between the provision of this Agreement and that of the Terms and Conditions, the provision of this Agreement shall prevail.

#### Article 4 (Bidding Instructions)

The Buyer shall give bidding instructions to MI in writing, online or by telephone, as stipulated in the Terms and Conditions.

#### Article 5 (Successful Bidding)

Subject to MI's successful bidding for the Desired Item, a sale and purchase between the Buyer and MI under this Agreement shall come into effect.

#### Article 6 (Amount for Desired Item)

The Buyer shall pay to MI the sum of the hammer price and an additional 16.5% of the hammer price each lot (hereinafter referred to as the "Overseas Purchase Price") by cash or by transfer remittance to the bank account below (Such remittance should arrive no later than the payment due date, within ten (10) days from the date of Auction (when the last day of such a period falls on MI's non business day, the following business day).

Account Name: Mallet International Inc.  
 Mizuho Bank, Ltd., Yaesu-guchi Branch,  
 Ordinary account 2580199  
 Sumitomo Mitsui Banking Corporation, Ginza Branch,  
 Ordinary account 8504954

#### Article 7 (Transfer of Risk and Title)

(1) The risk of the Desired Item shall pass to the Buyer when Entrustment and Purchase Agreement therefor comes into effect.  
 2) The title to the Desired Item shall pass to the Buyer when the Buyer has completed payment for the Desired Item and MI has delivered the Desired Item to the Buyer.

#### Article 8 (Force Majeure)

MI shall not be liable for any failure or delay in its performance of obligations due to any reason beyond its reasonable control.

#### Article 9 (Limitation of Liability)

(1) The compensation for damages to any Desired Item assumed by MI in the case of a violation in any of the provisions hereof shall not exceed the Overseas Purchase Price in any event.  
 (2) In no event shall MI assume any liability except in the case of willful conduct or gross negligence.

#### Article 10 (Governing Law)

(1) This Agreement shall be governed by and construed in accordance with the laws of Japan, and any matter not set forth herein shall be resolved in accordance with the laws of Japan.  
 (2) The United Nations Convention for the International Sales of Goods shall not apply to this Agreement.

#### Article 11 (Jurisdiction)

Any conflicts arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court depending on the subject matter jurisdiction.

"By signing this form, you are agreeing to the sales agreement with Mallet International as well as to Mallet Auction's "Conditions of Sale"

Signature 

Date



**Telephone bidders must fill in the backup bid within or above the estimate range. If you wish to refrain from leaving backup bids, please use our online live bidding service.**

Lot no.	Description	Backup Bid Amount (excluding buyer's premium)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)
		JPY (REQUIRED)

**THIS FORM MUST BE SUBMITTED AT LEAST 48 HOURS BEFORE THE AUCTION**

Please contact Mallet International at :

Tel: +81 3 5216 2480/ Fax: +81 3 5216 2481/ info@mallet-i.com

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