

GENERAL CONDITIONS OF SALE FOR TIMED AND LIVE STREAMING AUCTIONS

1. 6ENOUGH.EU is a domain owned by Luigi Bitonto, born in Taranto (ITALY) on 02.05.1961, residing in Taranto in via Federico Di Palma 129, C.F. BTNLGU61E02L049W.
2. 6ENOUGH.EU is not the owner of the assets auctioned during the sales; 6ENOUGH acts as a Representative on behalf of a Seller, that remains the only legally responsible party for all statements in the catalogs, pursuant to article 1704 and following of the Civil Code. Any liability pursuant to articles ex 1476 ss. civ. cod. continues to burden the owners of the goods, in their capacity as principals of 6ENOUGH.EU.
3. The goods put up for auction are to be considered used; therefore, the definition of product according to Legislative Decree No. 2006 dated 09/06/2005 does not apply.
4. All lots shown in the catalog are presented with a purely indicative appraisal value; in any case, the hammer price may be lower or higher than. The estimates printed on the auction catalog may be subjected to changes and do not include the buyer's premium and any resale rights and VAT. The estimates, the hammer prices, the resale right and the buyer's premium (+ 20% on the hammer price) are provided without VAT, which will be applied or not according to the laws applied in Italy and in the European Community.
5. The "Reserve Price" is the minimum (confidential) price agreed by the Seller with 6ENOUGH.EU for the sale of the goods at the auction. The auctioned goods will be awarded only if the last bid received is no lower than the reserve price. In the case the last bid is lower than the reserve price, the auctioned lot shall not be awarded.
6. All information and images relating to the goods put up for auction, provided by 6ENOUGH, does not constitute element of guarantee. 6ENOUGH auctioned the goods with the formula "seen and liked". However 6ENOUGH makes itself available to provide, on request, further information and images. Therefore, after the award, no disputes are admitted in this regard, nor the 6ENOUGH.EU or the Seller must be held responsible for the defects relating to the information concerning the goods at auction.
7. In the event that, after auctioning, a lot is found counterfeited, 6ENOUGH.EU will reimburse to the Purchaser the full amount paid upon request of termination of the sale agreement and return of the lot. The obligation of 6ENOUGH.EU applies as long as the Purchaser:
 - a. notifies to 6ENOUGH.EU in writing: the lot number, date of auction during which the lot was purchased and the reasons why the asset is deemed counterfeited;
 - b. returns the asset to 6ENOUGH.EU free of burdens or claims made by third parties after the date of sale and that the asset is in the same conditions as it was on the date of sale;
 - c. provides 6ENOUGH.EU with reports of two independent appraisers or knowledgeable experts, explaining why the asset is considered counterfeited.

6ENOUGH.EU shall not be bound by the appraisal provided by the Purchaser and reserves the right to request the additional appraisal of other experts at its own expenses.

In the event that 6ENOUGH.EU decides to terminate the sale, 6ENOUGH.EU shall have the right to repay to the Purchaser, to a reasonable extent, the costs incurred by in obtaining the appraisals of the two independent experts accepted both by 6ENOUGH.EU and the Purchaser.

Any liability of 6ENOUGH.EU toward the Purchaser is limited to the hammer price and buyer's premium, in addition to any resale right (once reimbursed by SIAE), paid by the Purchaser to 6ENOUGH.EU. The liability limitations are deemed extended to the Seller towards the Purchaser. Except in the case of fraud or gross negligence, 6ENOUGH.EU, its employees, contractors, manager

or consultants shall not be liable for actions or omissions related to the preparation or implementation of the auction or any issue related to the sale of the goods.

6ENOUGH.EU shall not issue a refund if:

- a. the description in the catalog, on the date of sale, is in compliance with the appraisal, generally accepted, of appraisers and experts or if it indicated as doubtful the asset authenticity or attribution;
- b. at the date of publication of the catalog, the counterfeiting of the asset could be established only by performing analyses generally considered inadequate for said purpose or difficult to perform, whose cost was unreasonable or that could have damaged or otherwise led to a decrease in the asset's value.

CLARIFICATION: "counterfeit" means an imitation of an asset offered for sale, not described as such in the auction catalog, created for the purpose of deceiving about its authorship, authenticity, origin, attribution, source, date, age, or period. An asset that was restored or subjected to modification of any kind (including repainting or over repainting) must not be considered counterfeited.

8. The auctioned goods are sold "as is" at the time of their display, with all defects and imperfections. Concerning electrical or mechanical assets, these are not checked before sale and they are purchased by the Purchaser at its own risk. Concerning to the sale of watches, their mechanisms must not be considered overhauled (unless not better specified).
9. To participate to a live auction held by 6ENOUGH.EU It will be necessary to register one-time on the website <http://www.6enough.eu>. This profile must be filled out with your personal and residence data, as well as with a copy of a valid identification document. This information will be processed in accordance with the provisions of Legislative Decree 196/2003 (Privacy Code). Registration will be subjected to review and consequent acceptance by 6ENOUGH.EU At its sole discretion, 6ENOUGH.EU has the right to refuse anyone from participating in the auctions; in addition, the user may be asked to provide bank references or equivalent guarantees for the payment of the auction price and auction fees.
10. Auctions by 6ENOUGH may also be broadcast on other Websites; 6ENOUGH.EU refuses any liability for technical malfunctions that may occur on its website and on other websites during live broadcast; 6ENOUGH.EU in addition shall not be liable for any errors or problems that may arise during live broadcast via Internet, including, but not limited to, the case of errors or faults caused by the loss of internet connection, software or computer problems; in the case of participation to the auctions of 6ENOUGH.EU through other websites, these General Conditions of Sales remain valid and applicable. The use of any software or tool of any kind to influence or interfere (even potentially) with the auction is absolutely forbidden.
11. In some cases (the indications in this regard will be published in the pages of the relative catalogues) It will possible to bid even before the auction begins and up to 24 hours after it has started (*absentee bid*); the bidder, after having logged in and accepted the General Conditions of sales, may enter the maximum amount that he/she will be willing to pay for an item; the system, at the beginning of the auction, may raise the bidding, gradually and exclusively in the presence of further bids originating from other users, up to the threshold established by the bidder. Obviously, if the bidder's maximum bid is exceeded, the bidder may continue to bid higher live broadcast.
12. The Auctioneer is the sole responsible party for what takes place during an auction. The Auctioneer may decide to change the order of lot presentation, may cancel some of the lots, may group some of the lots in a single proposal; all of this, at his/her sole discretion.

13. Each auction starts from a basic amount (starting bid), which is the first bid to be confirmed; the increases are generally 10% higher than the previous one.
14. In the case of simultaneous identical bids, the computer system of 6ENOUGH.EU shall decide. Complaints are not allowed in such case.
15. VIP SOLIDARITY AUCTIONS - The section "Vip Solidarity Auctions" in 6ENOUGH.EU is dedicated to auctions of a charitable nature that see as protagonists of showbusiness, sports, authoritative figures and famous companies. The funds raised in the auctions in this section will be donated to humanitarian organisations.
16. The hammer stroke marks the awarding of the lot (for the timed auctions the award will be communicated to the winning bidder at the end of the auction) and from that moment on the purchaser assumes full responsibility for the purchase. In addition to the purchase price, the purchaser shall pay to the hammer price, buyer's premium, any resale right and any taxes applicable by law.
17. In the event of a dispute among the highest Bidders, the item under dispute will be, at the sole discretion of the Auctioneer, auctioned again during the same auction, on the basis of the last bid which led to dispute and it will be awarded again.
18. BUYER'S PREMIUM: the Buyer will pay 6ENOUGH.EU for each lot, in addition to the hammer price, an Auction Commission (buyer' premium) of 20% + VAT (if applicable) calculated on it. If different percentages are indicated in the auction catalog, these will be considered prevalent.
19. 6ENOUGH.EU will not accept transfers to third parties of lots already awarded and it will deem the Purchaser the sole party responsible for payment. The Purchaser must pay to 6ENOUGH.EU the hammer price, buyer's premium, any resale right and VAT (if applicable) within 48 hours from the award. The following forms of payment are accepted:
 - cash, to the extent permitted by current legislation;
 - bank wire transfer;
 - electronic payment via PayPal (+ 3.5% of commission on the total amount)
 - credit/debit card
20. All payments in the previous point must be made to those corporate and bank references indicated from time to time for each auction
21. In the event of delayed or non-payment by the Purchaser in whole or in part of the due amount, 6ENOUGH.EU shall have the right to request the termination of the agreement and the right to sell the lot on behalf and at the expense of the Purchaser, in accordance with article 1515 of the Civil Code.
22. The reference currency is Euro. All bids will be expressed in Euro. The payment of the purchased lots shall be in Euro. 6ENOUGH.EU reserves the right to accept payments in other currencies; in this case the exchange rate will be that in force at the time of purchase.
23. The pick-up of the purchased lots can be performed at the time of payment and in any case within 10 days from the date of the award by the Purchaser. All costs of packaging and shipping will be borne by the Purchaser. The Purchaser may personally pick up the purchased lots or decide to arrange for the shipment of the lots on its own behalf and at its own expenses. 6ENOUGH does not provide shipment for the purchased items; however, upon request, it can provide estimates and arrange shipment through specialized companies and/or handle the packing of purchased lots and deliver them to private carriers. Shipment will take place in the name and on behalf of the Purchaser, which shall pay the costs before shipping the goods. 6ENOUGH.EU shall not be liable under any

circumstance for any facts affecting the transportation and to this end the Purchaser shall directly contact the carrier.

24. Before arranging the lot pick-up, please check with 6ENOUGH.EU to establish where the asset is stored. At the time of pick-up, the Purchaser shall show a valid identification document. The lots will be handed over, once payment has been made, to the Purchaser, unless entrusted to a third party.
25. The export of Cultural Heritage assets outside the territory of the Italian Republic is subjected to the regulations established by Legislative Decree No. 42. The export of cultural heritage assets outside the territory of the European Union is also subjected to the regulations established by EC Directive No. 116/2009 dated December 18, 2008 and by the EU Commission Implementing Directive No. 1081/2012. Cultural heritage assets created by non-living authors and older than 50 years require a free movement certificate to be exported outside of Italy and an export license to be exported to non-EU countries. If applicable, the Purchaser, and under no circumstance 6ENOUGH.EU shall be responsible for obtaining the certificate of free movement or export license. However, the payment of the lot must be made within the specified time limits and any refusal of the free circulation certificate or export license cannot be a reason for the cancellation of the award or for justifying a delayed payment or non-payment of the awarded lot.
26. Protected species. All lots constituted by or containing parts of plants or animals (e.g. coral, crocodile, ivory, whalebone, turtle), regardless of age and value, may require a license or certificate before export and require additional licenses or certificates for import into non-EU countries. Please note that obtaining the license or import certificate does not guarantee any license or certificate for export and vice versa. 6ENOUGH.EU recommends to the potential purchaser to check national legislation about the requirements needed to import into their own country assets made or containing protected species. It is the responsibility of the Purchaser to obtain such import/export licenses/certificates, as well as any other required document before placing any bid.
27. RESALE RIGHT - On April 9, 2006 the Legislative Decree No. 118 dated February 13, 2006 was enacted into law, implementing the European Directive 2001/84/EC, which introduced copyright protection for works of art and manuscripts for the authors and their heirs up to the seventy-year following the death of the author with the right to receive a remuneration on the price of each sale of the original after the first one (known as "Resale Right"). The "Resale Right" is only effective when the price of the sale is not less than 3,000.00 euros. The rates are calculated as follows:
 - a. 4% for the portion of the sale price between € 0 and € 50,000.00;
 - b. 3% for the portion of the sale price between € 50,000.01 and € 200,000.00;
 - c. 1% for the portion of the sale price between € 200,000.01 and € 350,000.00;
 - d. 0.5% for the portion of the sale price between € 350,000.01 and € 500,000.00;
 - e. 0.25% for the portion of the sale price higher than 500,000.00 euro.6ENOUGH.EU being an auction house, is required to pay the "Resale Right" to the Italian Society of Authors and Publishers (S.I.A.E.). Lots marked with the symbol (®) are subjected to the "Resale Right" in the percentage indicated above for a total amount not exceeding 12,500.00 euros. In addition to the Auction Price, Purchasing commissions and other Expenses, the Purchaser agrees to pay the "Resale Right", which would be paid by the seller according to article 152, paragraph I, of Law No. 633 dated April 22, 1941.
28. These General Conditions of Sale are tacitly accepted by all those who participate in the Auction and are available for review by anyone who requests them. Important Information for the Purchasers and General Conditions of Sales may be modified through a notice published on the website

<http://www.6enough.eu> and/or by an announcement made by the Auctioneer before the start of the auction.

29. Pursuant to article 13 of Legislative Decree 196/2003 (Privacy Code), 6ENOUGH.EU, in its capacity of data controller, informs that the personal data provided will be processed in hard-copy and through electronic means to fully and completely carry out the purchase and sale agreements entered into by the company as well as for carrying out any other service related to 6ENOUGH.EU objective. The provision of data is strictly necessary for the execution of the signed agreements. Registration to 6ENOUGH.EU website allows the latter to send by e-mail or by snail mail the catalogs of subsequent auctions and other information material related to its activity.
30. These Terms and Conditions of Sale are governed by Italian law. Any dispute arising in connection with the application, interpretation and execution of these conditions shall be exclusively under the jurisdiction of the Court of Rome