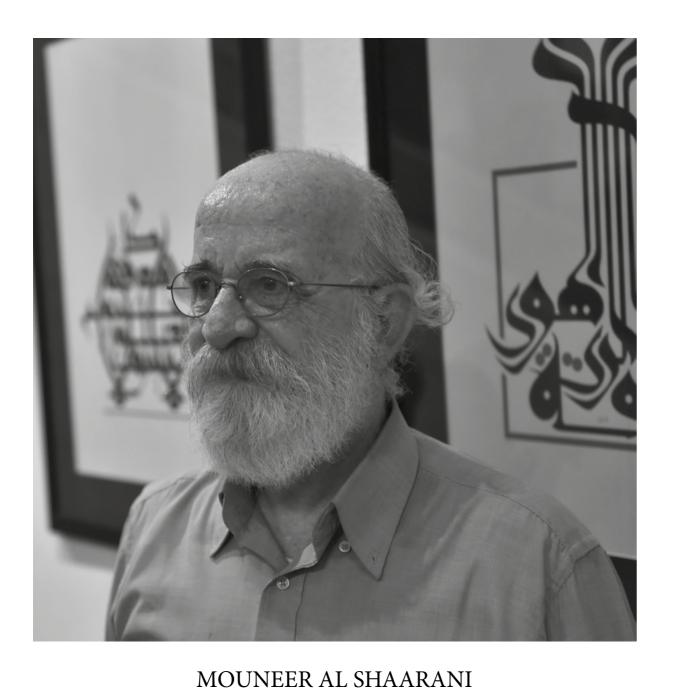
# ARABIC CALLIGRAPHY COMPOSITIONS

MOUNEER AL SHAARANI





Oriental Art AUCTIONS





**Oriental Art Auctions** Warmtekrachtstraat 2 8094 SE Hattemerbroek The Netherlands

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CoC. 66070651 VAT no. NL856383405B01

Auction date Viewing dates

Auctioneer

from 11.00 until 17.00 CET Patrick Becks

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Wednesday 14 December 2022, start time 12.00 CET Monday 12 December and Tuesday 13 December



#### Mouneer El Shaarani

- Born on the 6<sup>th</sup> of September 1952, Syria.
- Student of the Syrian master calligrapher, Badawi Al Dirany.
- Graduated 1977, Faculty of Fine Arts. Damascus University.
- Worked as a calligrapher since 1967, then as a Designer of books and various printed matters as well as a designer of typefaces characters.
- Designed more than 2000 covers and tens of logos.
- · Published educational booklets of six kinds of Arabic calligraphy, Dar Aleef- Tunis.
- Wrote several articles in Arabic Calligraphy, critique and Arabic Islamic art.
- Contributed as an artistic consultant to the work of the International Arab Encyclopedia and edited the entries of Arabic Calligraphy and its biographical names.
- 1988: A book about his works, with a study edited by the artist Youssef Abdelke, was published in Arabic and French. Dar Aleef - Tunis.
- 1992: A book about his works, with an analytical study by Ali Al Lwati, was published in Arabic and French. Dar Al Fonoun - Tunis
- 1996: A picture book of his works, with two reviews by Y.Abdelke and Hussein Bikar, was published. Cairo
- 2004: A picture book of his works with a study by Y.Abdelke.
- 1977: Posters exhibition (the repression and the military despotism in the world) - many cities in Syria.
- · Participated in many group exhibitions, regional and international forums and conferences about Arabic Calligraphy and the Arabic typefaces characters.
- · He was honored in many Arabic art's societies. Does not participate in contests. Gained the Modernization Award in the first Arabic Calligraphy Biennial – al Sharija.
- Jury member of the Arabic Calligraphy Biennial al Sharija. 2016.
- Museums collections of his works:
  - Museum of Modern Art Cairo Egypt.
  - Museum of the International Committee of the Red Cross Geneva -Switzerland.
  - Sharjah Museum of Arabic Calligraphy Sharjah United Arab Emirates.
  - Arabic Calligraphy Museum, Alexandria, Egypt.
  - Museum of Islamic Art Malaysia.
  - Museum of Islamic Art (Bergamon) Berlin Germany.
  - Ministry of Culture Tunisia.
- private collections of his works: Syria, Tunis, Jordan, Lebanon, Egypt, Algeria, Morocco, Bahrain, U.A.E, Sudan, Oman, Qatar, Iraq, Kuwait, Saudi Arabia, Switzerland, France, Germany, Belgium, Italy, Netherlands,

Yugoslavia, Malaysia, Spain, India, Russia, Canada, USA & the UK, Australia.

### **EXHIBITIONS**

- 1987, Cairo atelier, Egypt... Al Sawi hall, Cairo.
- 1988, Aleef hall, Tunis. Bourgiba center, Tunis.
- 1990, Cairo Atelier.
- 1992, Cairo Atelier. French Cultural Center. Heliopolis, Cairo. Dar Al Fonoun, Tunis.
- 1993, Cairo Atelier.
- 1994, cultural house, Abu Dhabi.
- Morocco, Tunis and Jordan.
- 1995, Al Saiyd Gallery, Damascus.
- 1996, Rewag Belal, Tunis, Cairo Atelier.
- 1997, Thervantes center, Cairo.
- 1998, Cairo- Berlin Gallery, Cairo. Reitberg Museum, Zurich, Switzerland Shawqi Museum, Cairo.
- 1999, Cairo Atelier.
  - Honorary exhibition (Opera house) Cairo. Dar Albareh Gallery, Bahrain.
- Ishtar Gallery, Damascus, Syria.
- 2002, Green Art Gallery, Dubai. Al Sham Gallery, Aleppo, Syria . Al Rouag Al Baladi - Sefax, Tunis. Monza House- Mascat, Oman. Al Jezirah Art Center, Cairo.
- 2003-2005," Mobile Exhibition" ongoing, USA.
- 2004, Green Art Gallery, Dubai.
- 2005, St. Johns college, Oxford, UK. Attassy Gallery, Damascus, Syria.
- 2006, Al Jezirah Art center, Cairo.

1994-1995, Mobile exhibition in cooperation with international Red Cross.

A Stand in 7 Hills exhibition (Dream Hill), Berlin, Germany. 2001, a Stand in the Audiovisual Exhibition, Sharjah Art Museum, UAE



International center for poetry, Marseille, France . Participation in "Word into Art", the British museum, London. Art Space gallery, Dubai.

- 2007 Dar Al Anda, Amman, Jordan.
- 2008 Ayyam Gallery Damascus Syria.
- 2009 Art Gallery Forth Germany. (Shared exhibition) Ayyam Gallery - Damascus - Syria. (Shared exhibition)
- 2010 Rafia Gallery Damascus Syria. (Shared exhibition)
- 1985-2010 Participations in Arabic and International exhibitions.
- 2011 Al Shaab Gallery Homs Syria.
- Freedom and innovation. Arab contemporary calligraphy- Casa Arabe -Madrid - Spain. (Shared exhibition)
- Freedom and innovation. Arab contemporary calligraphy -Casa Arabe
   Cordoba Spain. (Shared exhibition)
- 2013 Art on 56th Gallery Beirut Lebanon
- Art Space Gallery Dubai UAE
- 2014 Art on 56th Gallery Beirut lebanon
- 2015 Art Space Gallery Dubai UAE
- 2016 Mils Gallery Australia
- 2016 Europia Gallery Paris
- 2016 Dar Al Anda, Amman, Jordan.
- 2017 Goethe Institute Sydney Australia
- 2018 Design Retrospective sharjah art gallery AUC Cairo
- 2018 Box-Freiraum Gallery berlin Germany
- 2019 Stories ART Gallery, London, United Kingdom
- 2022 khan Almaghraby art galley



معصارض

- 1987 أتيليه القاهرة للفنانين والكتاب مصر. قاعة عبد المنعم الصّاوي القاهرة.
  - 1988 قاعة أليف تونس .
  - معهد بورقيبة تونس
  - 1990 أتيليه القاهرة للفنانين والكتاب.
  - 1992 أتيليه القاهرة للفنانين والكتاب.
- المركز الثقافي الفرنسي مصر الجديدة القاهرة. دار الفنون - تونس
  - 1993 أتيليه القاهرة للفنانين والكتاب.
  - 1994 المجمع الثقافي أبو ظبى .
- 1994 1995 " تقاسيم إنسانية "، معرض متجول بالتعاون مع اللجنة الدولية للصليب الأحمر في: المغرب، تونس الأردن
  - 1995 صالة السيد، دمشق (معرض + مجموعة تقاسيم إنسانية).
    - 1996 رواق بلال تونس. أتيليه القاهرة للفنانين والكتاب
      - 1997 معهد ثربانتس القاهرة.
    - 1998 غاليري القاهرة / برلين- القاهرة. متحف ريتبرغ زيورخ- سويسرا. متحف أحمد شوقي - القاهرة.
  - 1999 أتيليه القاهرة للفنانين والكتاب. جناح في معرض الهضاب السبع - برلين. معرض وتكريم - صالة المعارض في دار الأوبرا- القاهرة. دار البارح - البحرين.
    - 2001 جناح في معرض المرئي والمسموع متحف الشارقة. صالة " عشتار " دمشق.
      - 2002 صالة " غرين آرت " دبي . صالة "بلاد الشام" حلب الرواق البلدي - صفاقس - تونس . صالة "بيت مزنة" - مسقط - عُمان. مركز الجزيرة للفنون ، القاهرة .
    - 2003 2005 معرض متجول بالو لايات المتحدة الأمريكية.
      - 2004 صالة " غرين أرت دبي.
      - 2005 كلية سان جون أوكسفورد بريطانيا. صالة الأتاسي - دمشق - سورية .
    - 2006 مركز الجزيرة للفنون القاهرة. المركز العالمي للشعر مرسيليا - فرنسا. مشاركة في معرض الكلمة في الفن- المتحف البريطاني. غاليري أرت سبيس ـ دبي.
      - 2007 دار الأندى ـ عمّان ـ الأردن .

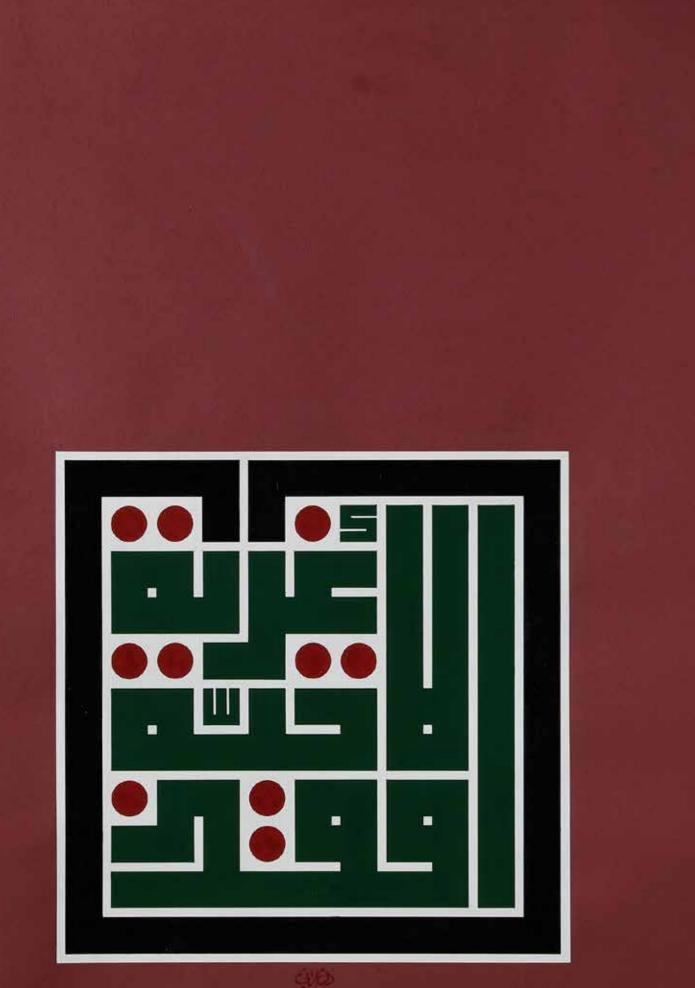
- من مواليد 6/9/2/1952. تلميذ كبير خطاطي الشام المرحوم بدوى الدير اني. خريج كلية الفنون الجميلة. جامعة دمشق/1977. عمل خطاطاً منذ عام 1967، ومصمماً فنياً للكتب والمطبوعات منذ عام 1976. صمّم أكثر من 2000 غلاف كتاب و عشرات الشعارات. صمّم عدّة خطوط جديدة، منها: ثلاثة خطوط طباعية لمجلة الكرمل الثقافية في إصدار ها الأول – بيروت، والثاني – قبرص. - خط لمجلة اللوتس الثقافية الدولية — تونس. theSansArabic أيضاً له كتابات في الخط العربي والنقد الفني والفن العربي الإسلامي . صدر كتاب مصوّر لأعماله مع دراسة للفنان يوسف عبدلكي باللغتين العربية والفرنسية. ( دار أليف- تونس ) 1988. صدر كتاب مصور لأعماله مع دراسة تحليلية للفنان على اللواتي باللغتين العربية والفرنسية. (دار الفنون- تونس) 1992. صدر كتاب مصور مع قراءتين لأعماله بقلم الفنان حسين بيكار والفنان يوسف عبدلكي-الثقافة الجماهيرية ـ القَّاهرة - 1996. 1977 معرض ملصقات جدارية (القمع والتسلُّط العسكري في العالم)- عدة مدن سورية. صدر كتاب مصور لأعماله باللغتين العربية والإنجليزية - جاليري أيام - دمشق 2008. الشارقة الدولي الأول لفن الخط العربي . جائزة التحديث في ملتقى الشارقة الدولي الأول لفن الخط العربي - 2004. عضو لجنة تحكيم في ملتقى الشارقة الدولي لفن الخط العربي 2016. مقتنيات متحفية من أعماله في: متحف الفن الحديث – القاهرة – مصر - متحف اللجنة الدولية للصليب الأحمر جنيف سويسر إ. متحف الشارقة للخط العربى – الشارقة – الإمارات العربية المتحدة. متحف الفن العربي – الإسكندرية – مصر. متحف الفن الإسلامي – ماليزيا. متحف الفن الإسلامي (بر غامون) بر لين – ألمانيا. مجموعة وزارة الثقافة – تونس.
- شارك كمستشار فني في أعمال الموسوعة العربية العالمية، وكتب مداخل الخط العربي وأعلامه فيها. صدر كتاب مصور لأعماله مع دراسة للفنان يوسف عبدلكي (غاليري غرين أرت - دبيّ ) 2004 . شارك في عدد من المعارض الجماعية والندوات والمؤتمرات حول الخط والحرف الطباعي العربي عربياً ودولياً. أشرف على العديد من ورشات الخط وتصميم الحروف الطباعية للهواة والمحترفين في عدد مع الدول.
- خط theMixArabic مزدوج اللغة بالتعاون مع المصمم الهدولندي لوكاس ديغروت وكذلك خط له كراسات لتعليم خطوط الرقعة بالنسخ بالتعليق بالفارسي بالديواني بالثلث بالكوفي (دار أليف- تونس ) 1988. تم تكريمه في عدد من المحافل الفنية العربية. يمتنع عن المشاركة بالمسابقات ،ونال جائزة التحديث في ملتقى

العربية , السودان ، عُمان , قطر , العراق , الكويت ، السعودية , سويسرا ، فرنسا ، ألمانيا ، بلجيكا ، إيطاليا ،

منيرالشعراني

 مقتنيات خاصة من أعماله في سورية , تونس ، الأردن ، لبنان ، مصر ، الجزائر ، المغرب , البحرين ، الإمارات هولندا ، يوغسلافيا ، ماليزيا ، إسبانيا ، الهند ، روسيا . كندا ، أمريكا ، بريطانيا – استراليا .





ك) ك) ك)

اع - البيت العربي - مدريد - إسبانيا (معرض مشترك) اع - البيت العربي - قرطبة - إسبانيا (معرض مشترك)

ة المتحدة

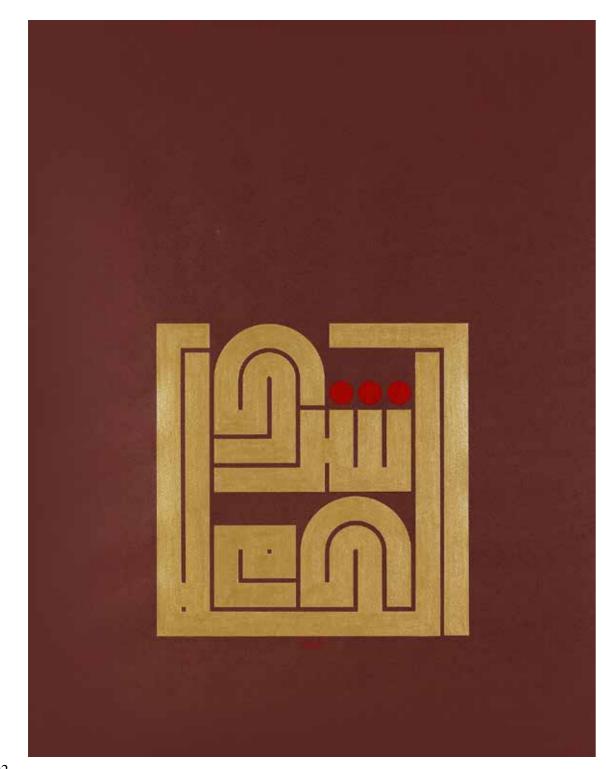
بة المتحدة

) قاعة الشارقة في الجامعة الأمريكية – القاهرة.

\* مشاركات في معارض عربيَّة ودوليَّة منذ 1985



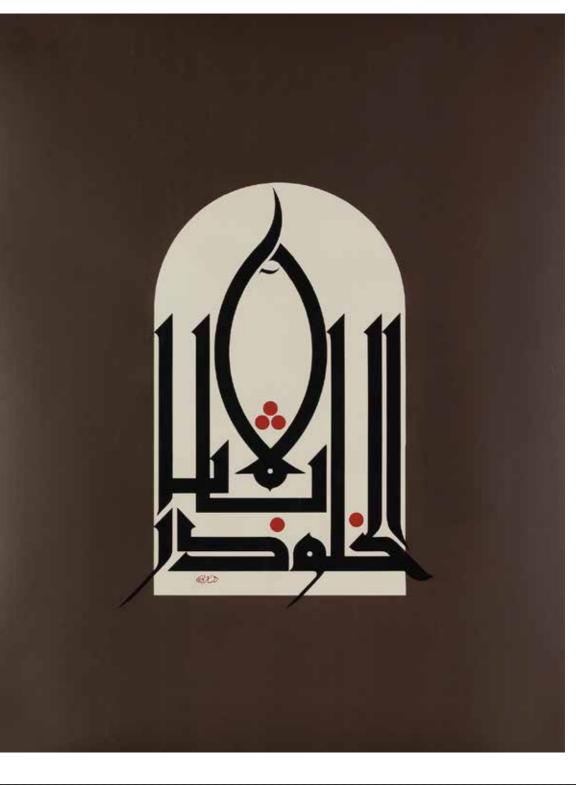




SPEECH IS A PITFALL الكلام شَرَك

80 by 60 cm.

Estimate € 4500 - € 6500



Lot 203

IMMORTALITY (DETERMINED) BY IMPACTS الخلود بالآثار

80 by 60 cm.

Estimate € 4500 - € 6500





NOTHING IS AS UNKNOWN TO YOU AS YOURSELF ما خفي عليك مثل نفسك

100 by 70 cm.

Estimate € 6500 - € 8500





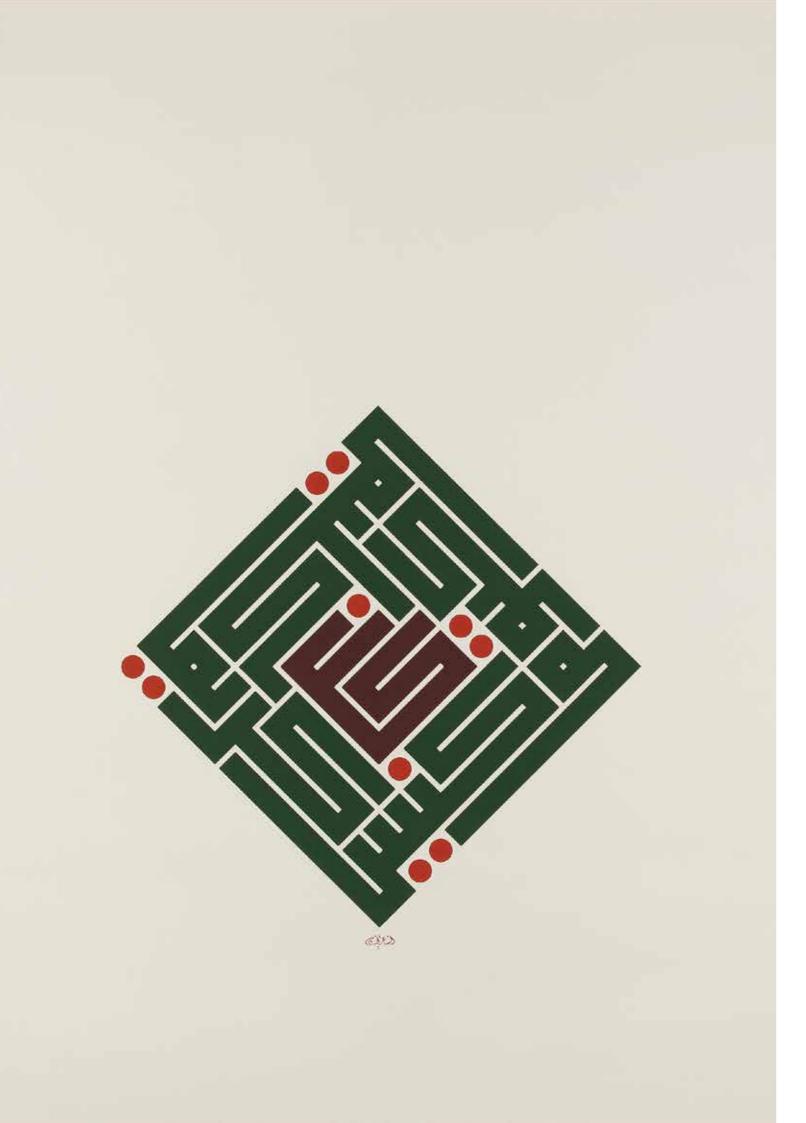
Lot 205

BIAS IS A PARTNER WITH BLINDNESS الهوى شريك العمى

100 by 70 cm.

Estimate € 6500 - € 8500





# BE THEE GRACIOUS, GENEROUS, ELOQUENT AND DISCREET

كن كيسا وكريما وكليما وكتوما

100 by 70 cm.

Estimate € 7000 - € 9000





I SEE LIFE AS A TREASURE WHICH LESSENS EACH NIGHT أرى العيشَ كنزاً ناقصاً كلَّ ليلة

100 by 70 cm.

Estimate € 7000 - € 9000



THERE IS NO GOODNESS IN ANYTHING UNARRANGED BY THE MIND لا خير في أمرٍ لا يدبّره عقلً

90 by 70 cm.

Lot 208

Estimate € 6000 - € 8000





MY NEARNESS TO YOU IS MY SUFFICIENT

قربي منكم حسبي

80 by 60 cm

Estimate € 4000 - € 6000 22



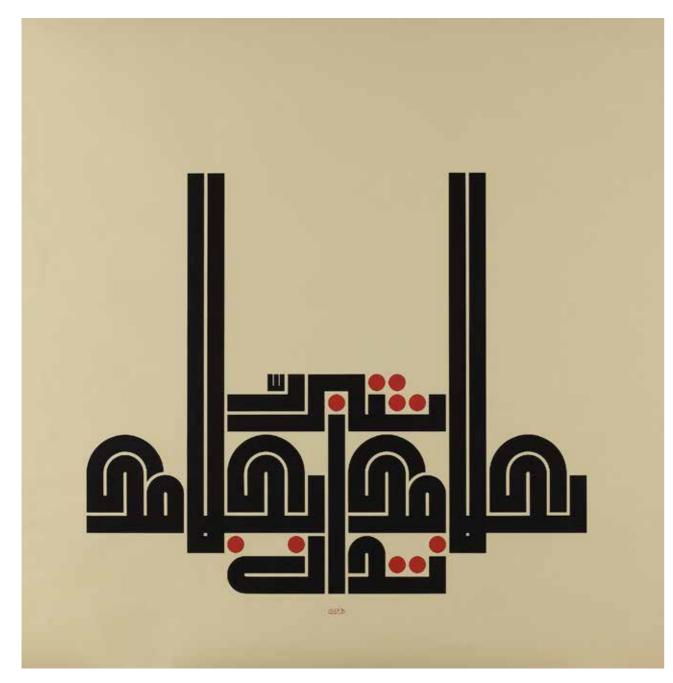
Lot 210

IDLE TALK IS A VIOLATION OF THE SOUL سقط الكلام انتهاك

70 by 70 cm.

Estimate € 4500 - € 6500





# FOR BY THE WORDS THOU SHALL BE JUSTIFIED, AND BY THE WORDS THOU SHALL BE CONDEMNED

بكلامك تتبرر بكلامك تدان

100 by 100 cm

Estimate € 10.000 - € 15.000



Lot 212

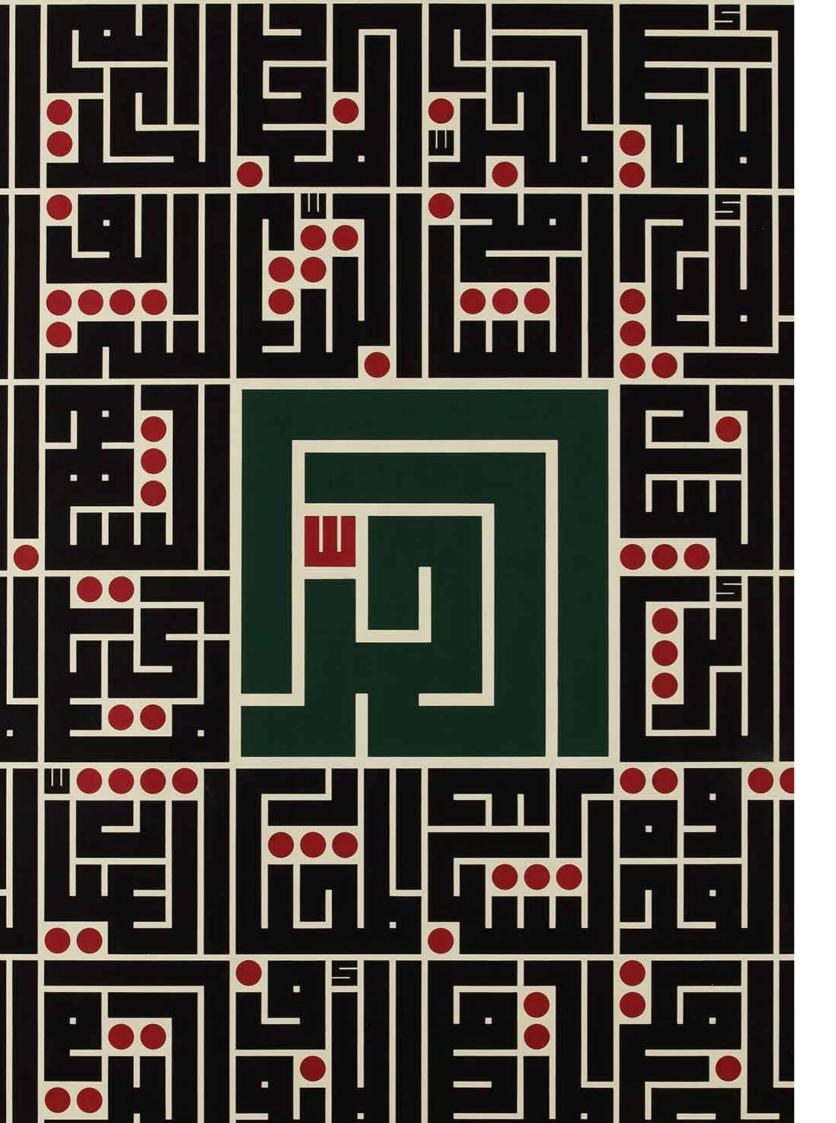
# DISCARD YE HUMILIATION EVEN THOUGH IN AN ETERNAL PARADISE

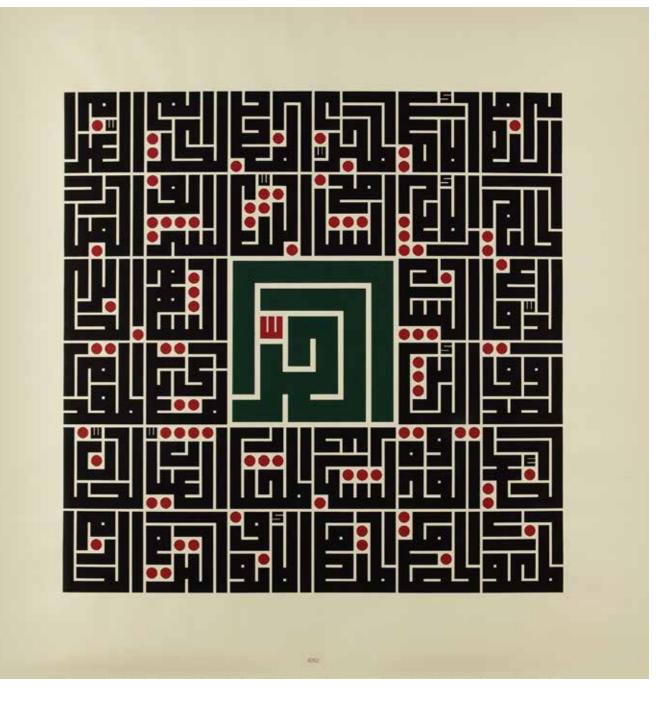
وذر الذل ولوكان في جنان الخلود

100 by 100 cm

Estimate € 10.000 - € 15.000



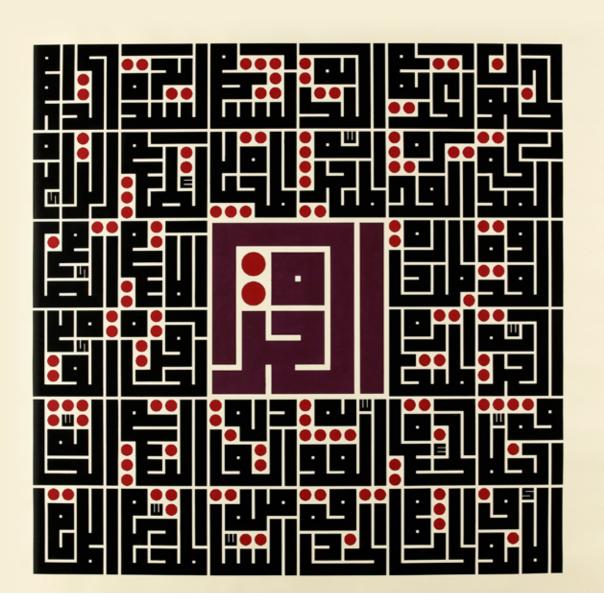




OF THE ATTRBUTES OF THE FREE MAN الحرّ 120 by 120 cm

Estimate € 20.000 - € 25.000

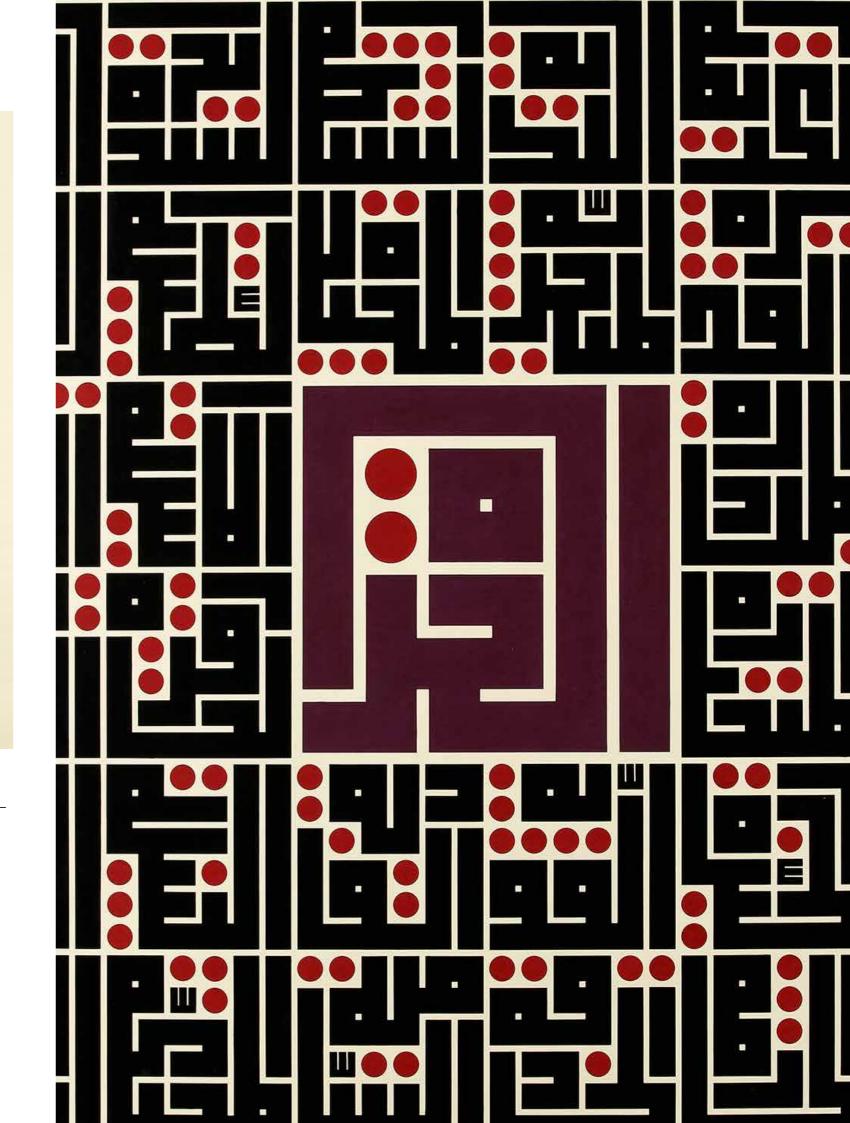




OF THE ATTRIBUTES OF THE FREE WOMAN الحرة

120 by 120 cm

Estimate € 20.00 - € 25.000







DO NOT BE REPELLED FORM THE PATH OF RIGHTEOUSNESS BECAUSE OF ITS FEW DWELLERS

لا تستوحشوا طريق الحق لقلة سالكيه 120 by 90 cm

Estimate € 1500 - € 2000



Lot 216

HE WHO IMBUED LANGUAGES WITH BEAUTY, HAD MADE THAT BEAUTY'S SE-CRET IN ARABIC

إنَّ الذي ملأ اللغات محاسناً جعل الجمال وسرَّه في الضاد

120 by 80 cm.

Estimate € 8000 - € 12000



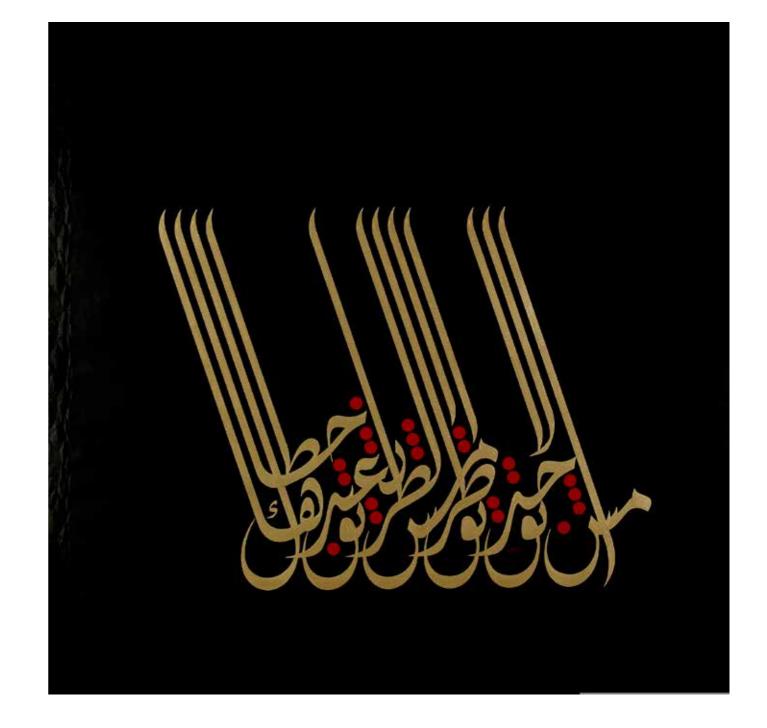


Lot 217

COME CLEAR, OH! LONG NIGHT ألا أيها الليل الطويل ألا انجل

115 by 85 cm.

Estimate € 8000 - € 12.000



Lot 218

# THERE FOR, WALK IS NO PATH, WALK FOR YOUR STEPS SHALL PAVE IT

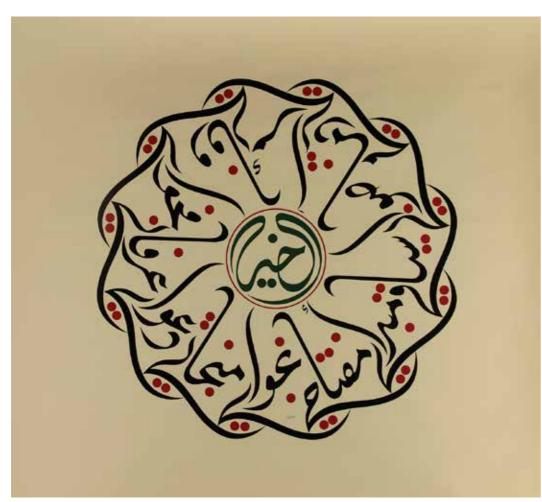
امش لا توجد طريق امش الطريق - تعبّدها خطاك

110 by 110 cm.

Estimate € 10.000 - € 15.000







RIGHTEOUSNESS الحق

150 by 150 cm.

Estimate € 20.000 - € 25.000

Lot 220

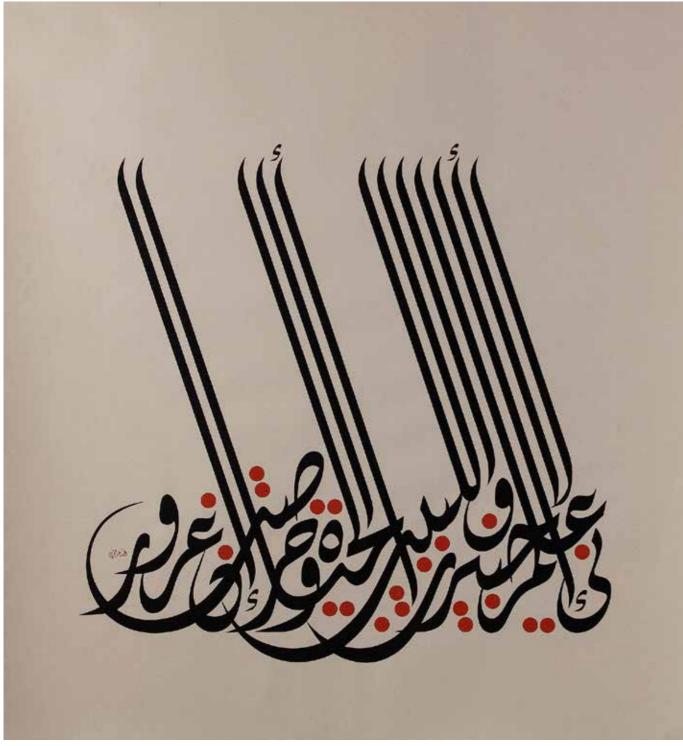
GOODNESS / BENEVOLENCE الخير

150 by 150 cm.

Estimate € 20.000 - € 25.000







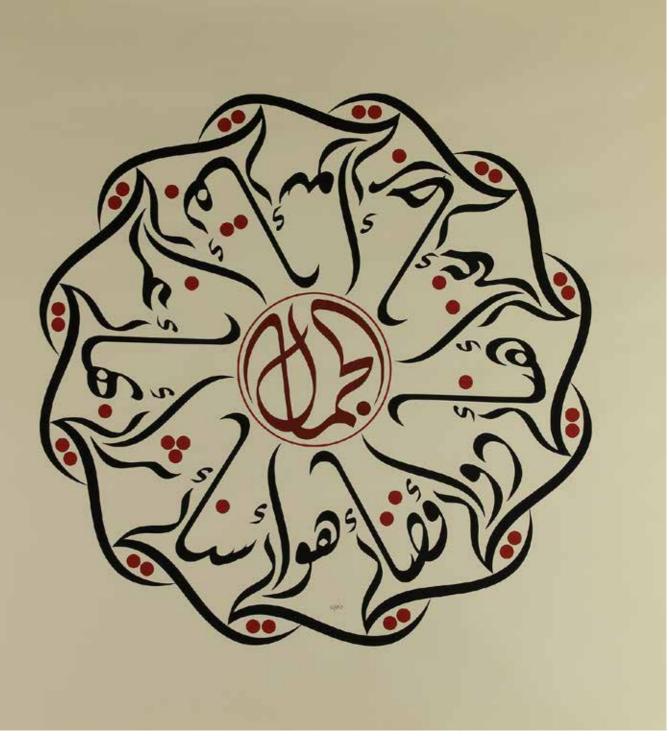


I KNOW, AND THE INTELLIGENT IS EXPERIENCED, THAT EARLY LIFE IS BUT A VANITY

إنَّي لأعلم واللبيب خبير أنَّ الحياة وإن حرصت غرور

100 by 100 cm.

Estimate € 10.000 - € 15.000



Lot 222

BEAUTY الجمال

150 by 150 cm.

Estimate € 20.000 - € 25.000

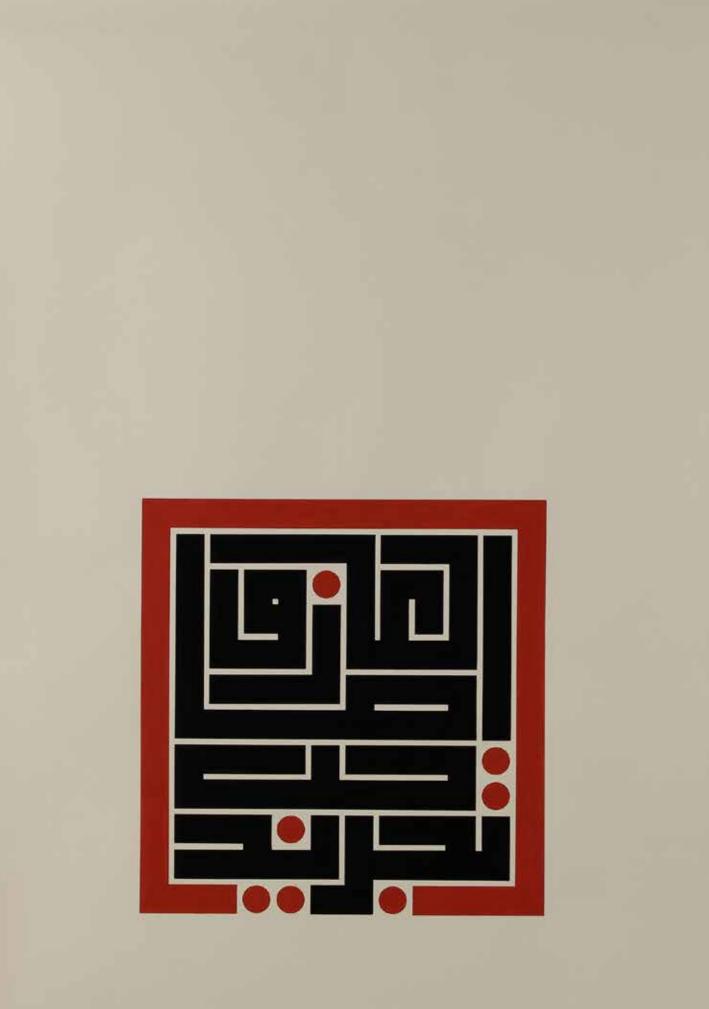




# FOR BY THY WORDS THOU SHALT BE JUSTIFIED, AND BY THE WORDS THOU SHALT BE CONDEMNED بکلامك تتکلم بکلامك تدان

70 by 100 cm.







THE MAN OF KNOWLEDGE IS ONE OF ABSTRACTION العارف صاحب تجريد

100 by 70 cm.

Estimate € 6500 - € 8500







HE WHO LACKS REASON LACKS RELIGION لا دين لمن لاعقل له

100 by 70 cm.

Estimate € 6000 - € 8000





MOTION IS LIFGE, NO STILLNESS, NO DEATH AND NO EXISTENCE SI NO NOTHINGNESS الحركة حياة فلا سكون فلا موت ووجود فلا عدم

70 by 100 cm.





HUMANS ARE SOULS OF HOMES الناس نفوس الديار

70 by 70 cm.

Estimate € 5000 - € 8000



Lot 228

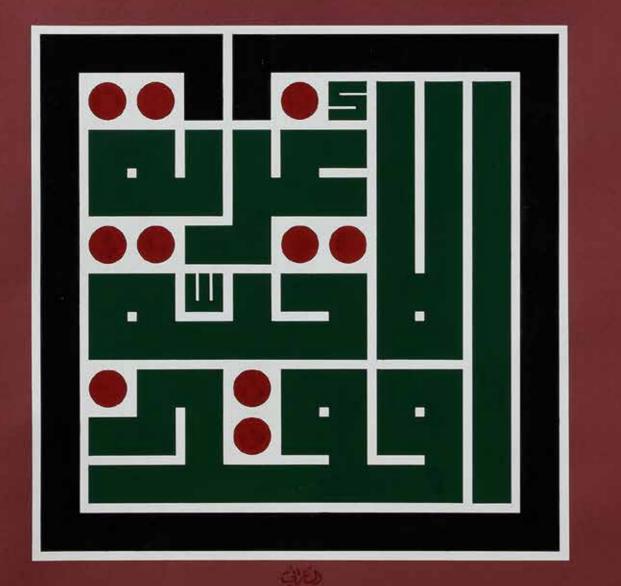
KNOWLEDGE IS BEWILDERMENT IN THE EYE العلم في العين حيرة

70 by 70 cm.

Estimate € 5000 - € 8000







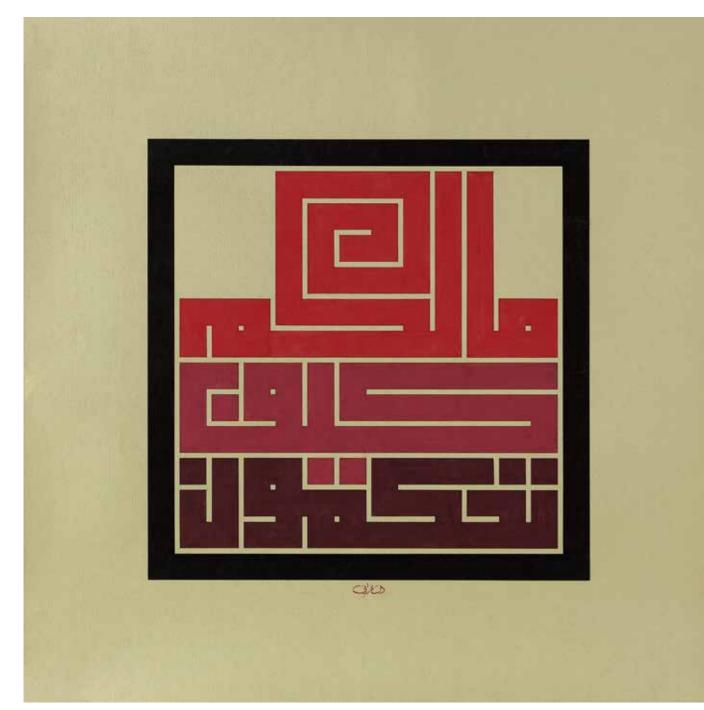


THE LOSS OF LOVED ONES IS ESTRANGEMENT فقد الأحبة غربة

80 by 60 cm.

Estimate € 5000 - € 8000





WHAT IS THE MATTER WITH YOU? HOW JUDGE YE? مالكم كيف تحكمون

65 by 65 cm.

Estimate € 4000 - € 6000



Lot 331

FORBEARANCE IS A MASTER OF MORALS الحلم سيّد الأخلاق

100 by 70 cm.

Estimate € 6000 - € 8000





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There are several ways to bid at Oriental Art Auctions:

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Many clients prefer bidding live online. It's easy to register with us online and you can watch the auction as it happens and place bids from the comfort of your computer. You can easily register on our website. After being approved you receive an email. Now you can subscribe for the auctions on our website and make bids or auto bids. Clients who wish to bid on line through our website during auction should register 24 hours in advance of a sale.

#### IN THE ROOM

Simply register at the sale room, or on auction days at the registration and cash desk. You may need to provide identification. Once you have registered you will be handed a bidding number to use in the saleroom. When the bidding begins on your lot raise your number to bid. When the bidding stops the auctioneer will bring down the gavel and read out your number if you have won the lot.

#### BY ABSENTEE BID

If you are unable to attend the auction we can bid on your behalf. You can leave an absentee bid completing an absentee bid form and either hand it to a member of staff or email it to info@orientalartauctions.com. Please note that our bid department may contact you for further details.

Either way, the amount you enter on the form should be your maximum limit excluding buyer's premium and applicable VAT. We will bid up to that limit for you, and remember you may end up paying less than your limit, depending on other bidding on the day.

All absentee bids must be received 24 hours in advance of the auction.

#### BY TELEPHONE

If you would like to bid by telephone, a member of staff will call you from the saleroom on the auction day, just before your lot(s) come up, and will then relay to you the events in the room, and bid on your behalf live at the auction when instructed to do so.

If you would like to bid by telephone please contact our team prior to the auction with your details of the lots you are interested in and your full name, mailing address, telephone number(s) and email.

Once our team have processed your bid request you will receive an email confirmation.

All telephone bids must be received 24 hours in advance of the auction.

Please note that Oriental Art Auctions cannot be held responsible for being unable to contact you by telephone. We advise you to remain in an area where mobile communication has good reception.

Please note: some lots contain ivory and are therefore subject to the relevant trade restrictions in correspondence with CITES regulations. Customers should familiarize themselves with the relevant CITES regulations before bidding.

# VIEWING

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Our auctions are available to view online. We make very high resolution images available online so you can check the item well online. For further information on a lot you may be able to view a condition report online (see below) or contact info@ orientalartauctions.com

### ESTIMATES

All lots carry an estimated price range, which indicates our opinion of value. If there is a reserve on the lot then it cannot be sold below that price. Reserves are never higher than the bottom estimate.

### CONDITION REPORTS

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We kindly request that you submit your wish for additional information as early as possible.

### CATALOGUE ALTERATIONS

Lot descriptions and estimates are prepared in advance of the auction and may be subject to change. Any alterations will be published on the alteration sheet and be mentioned by the auctioneer before bidding of the items in question begin.

### UNDERSTANDING BUYER'S PREMIUM AND THE FINAL PRICE YOU WILL PAY

All purchases are subject to a buyer's premium of 28% including VAT per lot. When you successfully bid on any lot, the price you pay will be the hammer price (the value you bid at the auction), plus the buyer's premium.

The premium is subject to VAT at the standard rate, with the exception of lots marked in the catalogue with a hash (#) where VAT applies to both hammer price and buyer's premium.

Credit card payments are subject to a 4% surcharge on the final total.

You may present these documents in person at our saleroom or, if registering for a telephone, internet or absentee bid, by email. We may, at our discretion, ask you to provide a bank reference and/or deposit as a condition of allowing you to bid.



### PAYMENT

Congratulations on your successful bidding, the next stage is payment.

There are number of ways to pay to make it as easy as possible for you. We accept cash, credit or debit card or bank transfer.

All items must be paid for before they can be collected.

#### BANK TRANSFER

Please find details in any email invoice we issue or upon request from our accounts department.

#### CASH

Cash payments can be made at the accounts desk during or after an auction. Please note that due to money laundering regulations we cannot accept cash payments above  $\in$  15.000

#### CREDIT OR BANK CARDS

Payment can be made by credit or bank card. Please note we can accept Visa or MasterCard only, and there will be 4% surcharge

#### COLLECTION AND SHIPPING

If you attend an auction in person and are successful in your bid, you are free to collect and remove your item there and then once payment has been cleared.

If you are not able to collect in person, Oriental Art Auctions provide in-house packing and shipping possibilities as well as providing quotes for external shippers.

Please contact info@orientalartauctions.com and we will provide you with the various possibilities.

#### EXPORT OF GOODS

As you may be aware several countries prohibit the importation of property containing materials from endangered species, such as rhino horn, ivory, coral and tortoiseshell. If you are interested in bidding on a lot containing these materials and you wish to export please make sure you are familiar with all relevant customs regulations prior to bidding.

It is the buyer's sole responsibility to obtain any relevant export or import license.

Please be aware that lots marked with the symbol Y may be subject to CITES regulations when exporting outside the EU.

#### CONDITIONS OF SALE

For further information on buying at Oriental Art Auctions please see our Conditions of Sale.

#### Notice to all bidders

As we wish to avoid unpaid bids in our auctions, please note the followingpoints before bidding.

Bidders who have Chinese nationality must register using their name as stated on their Chinese resident's identity card and Chinese passport, as a condition of participating in any auction. This rule is stipulated to prevent identity theft. If a bidder has entered a bid using a false identity, the company reserves the right to cancel any existing or future bid made by that bidder. Please carefully inspect and investigate the age and quality of original lots by yourself or have them inspected by your agents, in order to avoid any confusion or misunderstanding between the company and bidders.

The company has received legal advice from Chinese law firms, to the effect that anybidders who violate relevant rules or provide fake identity, phone numbers or proof of address, shall bear all liabilityand relevant costs, including lawyers' fees, litigation fees, arbitration fees, notarial fees, translation fees, travel fees and communication fees. In some circumstances, the company or the seller may apply to prevent the bidder from entering the country where the company is based or prevent them from departing from China.

Bidders are required to follow hese rules and the company's terms and conditions.

We are happy to value any items brought in to the saleroom. Should you have a number of items, please contact us and ask for an onsite valuation.

### CONSIGNING YOUR ITEMS FOR AUCTION

Once you have decided to sell your items at Oriental Art Auctions, you will receive a receipt detailing in short the items and any applicable reserves and conditions. The items will then be inspected again and processed in our system. Well in advance of the sale, you will receive a detailed receipt with descriptions via email and/or post.

#### THE RESERVE PRICE

You will receive an advised estimate of each item offered for sale, and we advise that the items are sold the auctioneer's discretion. This discretionary value would equal a selling price of 10% below the low estimate. Alternatively a fixed reserve price below which we will not sell can be agreed upon when consigning your items. A reserve can never exceed the lower estimate.

#### BEFORE THE AUCTION

You will receive notification of the lot numbers of your property usually about two weeks before the sale. You are of course welcome to come to the view or attend the auction if you wish.

#### SETTLEMENT

Sale results are sent out within 48 hours of the auction and settlement is usually made six weeks after the sale, subject to normal business conditions. We can only pay out if the buyer paid for the items.



#### TERMS & CONDITIONS OF CONSIGNMENT - THE CONSIGNMENT OF GOODS BETWEEN CONSIGNOR AND ORIENTAL ART AUCTIONS

The present document comprises the Terms & Conditions of Consignment between you and Oriental Art Auctions and is applicable to the present and to each subsequent consignment terminating upon expiry at the end of the calendar year or upon the issue of a new version made available to you. Please read this document carefully, in view of the fact that rights and obligations arise as a result of this Agreement.

#### 1. APPLICABILITY

1.1 The present Agreement containing the General Terms & Conditions of Business is applicable to all parts of the relationship between Oriental Art Auctions B.V., hereinafter referred to as 'Oriental Art Auctions" and the Consignor/Seller, hereinafter referred to as "the Consignor", which include a particular purchase, sale, intermediary services, appraisals, evaluations, estimates, cataloguing, and custody, unless expressly agreed otherwise.

1.2 Any departure from the present General Conditions Is only possible if and insofar as expressly agreed in writing by Oriental Art Auctions.

#### 2. COMMISSION CONTRACT

2.1 The Consignor hereby instructs Oriental Art Auctions to examine, appraise and sell at auction the movable property brought in by Consignor and taken delivery of by a representative of Oriental Art Auctions (hereinafter also referred to as: 'the Items').

2.2 Oriental Art Auctions are hereby authorized by the Consignor to sell the Items via Oriental Art Auctions under the auction conditions to be set by Oriental Art Auctions, irrespective of whether said authorisation regards all or, alternatively merely a few pieces. Consignor and Oriental Art Auctions may mutually agree upon setting a minimum price (reserve) for each consigned

2.3 Taking delivery of Items, however, does not obligate Oriental Art Auctions to sell or to offer said items for sale at auction. In the event that Oriental Art Auctions is not willing to enter the Items into auction, the Consignor will be informed by Oriental Art Auctions within four weeks subsequent to any such decision.

#### 3. RIGHTS AND OBLIGATIONS ON THE PART OF THE CONSIGNOR

3.1 The Consignor shall provide proof of identity at the request of Oriental Art Auctions.

3.2 The Consignor warrants that in his/her capacity as true owner or by means of proper authorisation he is authorised to offer the Items for sale at auction and hereby indemnifies and holds Oriental Art Auctions harmless against any and all claims from a third party in relation thereto.

3.3 The Consignor at the request of Oriental Art Auctions is obliged to provide Oriental Art Auctions with information on and substantiated proof of provenance and origin of the Items. The Consignor is liable for any loss/damage in case of information which is inaccurate or misleading and/or in case of any other circumstances attributable to the Consignor and hereby indemnifies and holds Oriental Art Auctions harmless against any and all claims from a third party in relation thereto.

3.4 The Consignor duly declares that sale at auction of the Items is not obstructed by any national or international statutory provisions.

3.5 The Consignor is not allowed to bid on any Items brought in by him unless otherwise agreed in writing with Oriental Art Auctions.

3.6 The rights and obligations by virtue of the present General Terms and Conditions belong exclusively to the Consignor and cannot be transferred by Consignor to a third party.

#### 4. THE RIGHTS OF ORIENTAL ART AUCTIONS

4.1 The inclusion of Items in an auction sale or the exclusion thereof, similarly any (oral) announcement in respect of an Item in the Sale Catalogue or in a brochure, is at the sole discretion of the Oriental Art Auctions, who reserve the right to consult or rely on any expert without accepting any responsibility in connection therewith.

4.2 Oriental Art Auctions reserve the right to determine in which of their sales an Item shall be put up for auction.

4.3 In the event that Oriental Art Auctions are instructed to clear the complete contents of a dwelling or warehouse, they reserve the right to exclude Items from said clearance and also to remove or dispose of any such Items which in their opinion are not suitable for auction or if possible, to convert said Items into cash by other means.

4.4 Consignor duly declares that Oriental Art Auctions are authorized to photograph, illustrate or otherwise make visual representations of all the Items offered for sale and to copy or

cause said Items to be copied in any way whatsoever, both prior and subsequent to the sale, and shall observe any statutory regulations applicable thereto. Oriental Art Auctions retain the copyright in all such visual representations for use at their discretion.

#### 5. WITHDRAWAL ON THE PART OF CONSIGNOR

5.1 Once an Item has been entered into an auction, it can only be withdrawn by the Consignor following payment of 30% of the agreed reserve, or of a lesser amount if in the opinion of Oriental Art Auctions this is reasonable, or in the absence of a reserve price, payment of 30% or of a lesser amount of the expected proceeds at auction as estimated by Oriental Art Auctions plus all incurred costs, if any.

5.2 In the event that the Consignor is not satisfied with the estimate as set out in 5.1, he/she can request a re/estimation at his/ her own expense, to be performed by three experts who are approved Registered Brokers/ or Registered Broker-Assessors and whose area of specialisation is that of the Item or alternatively, to be performed by certified appraisers or brokers, one of whom to be appointed by Oriental Art Auctions, one of whom by the Consignor, and the third to be nominated jointly by the two already appointed. Should the re-estimation result in a different value, said different value shall be binding upon Oriental Art Auctions and applicable to the Consignor in accordance with the applicability of the present Clause.

#### 6. COMMISSION

In case of sale of the Items at auction, the commission payable to Oriental Art Auctions amounts to a percentage of the price achieved at the sale agreed prior to the sale.

7. OBLIGATION TO TAKE BACK ON THE PART OF ORIENTAL ART AUCTIONS

7.1 The Consignor acknowledges that he/she is familiar and agrees with the General Conditions of Oriental Art Auctions, applicable to Oriental Art Auctions and Buyer in respect of a purchase at auction of movable property, of his willingness to do the following:

'Unless certain items in the catalogue are expressly excluded - except for a number of cases mentioned in the General Conditions of Sale applicable to the purchase of movable property at auction - Oriental Art Auctions may be willing to set aside the sale of a Lot at auction and to refund an amount corresponding to the original Purchase Price and auction costs, in the event that the Seller within a period of three weeks subsequent to the sale has established to the satisfaction of Oriental Art Auctions that the Lot sold at auction has such serious hidden faults or that the description given is shown to be so erroneous, that had the Buyer been aware of said faults or had there been an accurate description at the fall of the hammer, said Buyer would have decided not to proceed with the purchase or would have made the purchase only at a considerably lower price:.

7.2 The Consignor shall grant Oriental Art Auctions an irrevocable authorisation to set aside the sale in consideration for a refund of the Purchase Price and auctions costs. Oriental Art Auctions has sole discretion to determine whether the circumstances are applicable in any such case. By reason of the setting aside of the sale, the Item is considered to be unsold within the meaning of Clause 11 of the present contractual Terms & Conditions

#### 8. PAYMENT TO CONSIGNOR

8.1 Oriental Art Auctions shall in the name of Oriental Art Auctions ensure payment to the Consignor of the proceeds from the sale less all fees and charges to be borne by the Consignor, such as transport costs, restoration costs, commission fees, vetting costs, insurance premiums, if applicable, and any other costs agreed in advance as well as VAT [BTW]. hereinafter referred to as: •[the] Compensation', providing that Oriental Art Auctions has received from the Buyer the full Purchase Price, and providing that the Buyer has not asserted the obligation on the part of Oriental Art Auctions to set aside the sale within the meaning of Clause 7 of the present Agreement, which assertion is acknowledged by the auctioneer and provided that no cancellation of the sale has occurred within the meaning of Clause 9 of the present contractual Terms & Conditions. 8.2 Payment of The Compensation Is normally is effected within 45 days following a sale. unless a written notice as set out in Clause 7 of the present Conditions is received from the Buyer, or a setting aside of the sale within the meaning of Clause 9 of the present Agreement has occurred.

8.3 Invocation of the so-called margin scheme can only be made in the event that prior to the sale all the necessary conditions have been met, including inter alia the declaration of purchase for VAT purposes (inkoopverklaring): the above at the absolute discretion of Oriental Art Auctions.

#### 9. CONSEQUENCES CANCELLATION BY BUYER

In the case of "a setting aside' as set out in Clause 7 of the present Terms & Conditions, or a cancellation of the Purchase agreement with the Buyer for any other reason, then Oriental Art Auctions reserves the right to claim back any Compensation already paid to the Consignor as well as any other loss/damage and costs incurred by Oriental Art Auctions as a consequence of said setting aside, including interest charges and judicial and extrajudicial costs.



#### 10. CONSEQUENCES OF SETTING ASIDE BY ORIENTAL ART AUCTIONS

10.1 The Consignor is familiar with the fact that Oriental Art Auctions, in the Conditions of Sale (being the General Terms & Conditions of Oriental Art Auctions and the Buyer in respect of a purchase at auction of movable property), reserves the right to set aside the Purchase agreement in the event that the Buyer shall exceed the term for payment.

10.2 The Consignor expressly acknowledges and agrees that Oriental Art Auctions have the right to recover any loss/damage and costs against the Buyer in case of the occurrence of a situation as set out in 10.1. Also the Consignor expressly acknow-ledges and agrees that Oriental Art Auctions have the right to claim specific performance when the Buyer has failed to comply with the period for payment, or alternatively, to proceed to set aside the sale, or alternatively, first to file a claim against the Buyer for specific performance which if unsuccessful, then to take steps to set aside the sale: the above at the discretion of Oriental Art Auctions.

#### 11. UNSOLD ITEMS

11.1 Oriental Art Auctions are irrevocably authorized but never obligated to offer Items for sale at a later auction, hereinafter referred to as: "to resell", or alternatively, to sell said Items within a period of ten days after a particular auction. Any such post-auction sale ("aftersale") can only take place at a price that is at least the equivalent of the Purchase price less all costs to be borne by the Consignor to which the Consignor would have been entitled if the Item had sold for the reserve set at auction. 11.2 In the event of such an aftersale, the rights and obligations of the Consignor and Oriental Art Auctions by virtue of the present Agreement shall be equally binding and apply in full as if the Item had been sold at the particular auction. 11.3 Accordingly, the provisions set out in the present Agreement shall apply in full to any such resale or aftersale.

#### 12. TRANSPORT/STORAGE INSURANCE ITEMS

12.1 All packaging materials in respect of the Items consigned to the auction sale may be removed or disposed of by Oriental Art Auctions unless expressly agreed otherwise by Oriental Art Auctions and the Consignor.

12.2 All the Items consigned to Oriental Art Auctions are insured for the value stated on the receipt, or alternatively for an appropriate value determined at the sole discretion of Oriental Art Auctions. against fire. theft, loss and damage provided that said Items are kept in the offices of Oriental Art Auctions or in other storage facilities chosen by Oriental Art Auctions. The Consignor is entitled to claim a receipt for the Items consigned to Oriental Art Auctions, which receipt indicates the value represented by the Items at the moment of consignment according to a preliminary estimate given by Oriental Art Auctions. 12.3 Oriental Art Auctions reserves the right to take measures for storing with a third party Items sent or brought to auction, and to charge the Consignor for any such costs in relation thereto.

12.4 Items which have been sent or brought in to Oriental Art Auctions and which have not been accepted for auction and which are not stored for [temporary] safekeeping, shall at the risk and expense of the Sender be returned to the Sender wholly at his own cost.

#### 13. LIABILITY OF ORIENTAL ART AUCTIONS

13.1 Oriental Art Auctions accept no liability whatsoever for any damage to frames of paintings, or other works of ort, nor to any parts thereof such as glass coverings, passe-partouts, etc, except in case of damage caused wilfully or by gross negligence on the part of Oriental Art Auctions and/or his/her employees or representatives.

13.2 In no event shall Oriental Art Auctions be liable for any damage/loss caused by interruption to business, consequential damage/loss, damage/loss of property and/or indirect damage.

13.3 Furthermore, Oriental Art Auctions cannot be held liable for any accident or any form of personal injury suffered on or in the vicinity of the premises or surrounding areas in use for consignment, storing or viewing, for holding auctions or in use for picking up the goods sold, except in case of damage caused wilfully or by gross negligence on the part of Oriental Art Auctions and/or his/her employees or representatives and/or except insofar as such accident/personal injury is covered by the insurance of Oriental Art Auctions.

13.4 Entering the premises or surrounding areas is entirely at your own risk.

# 14, OTHER RIGHTS AND OBLIGATIONS ON THE PART OF THE CONSIGNOR/NATURAL PERSON (NOT ACTING IN THE COURSE OF HIS/HER TRADE/PROFESSION)/LONG DISTANCE SERVICES

14.1 In the event that an agreement is entered into between Oriental Art Auctions and the Consignor/natural person who is not acting in the course of his/her trade or profession, under which, up to and including the conclusion of the Agreement, use can only be made of one or more techniques for long-distance communication within the context of the auction system for long distance services maintained by Oriental Art Auctions. in case of the above, the following shall apply.
14.2 During the duration of 7 working days to be calculated from the day upon which the Agreement is concluded, the Consignor/natural person is entitled to cancel the Agreement free of charge and without giving reasons. Under certain circumstances the period can be extended to three months subsequent to the conclusion of the agreement. Any such termination must occur in writing (per e-mail or written letter).

14.3 The Consignor/natural person cannot assert the abovementioned right. in the event that with his/her consent Oriental Art Auctions has commenced performance of the Agreement prior to the expiry of the term mentioned above.14.4 In deviation from the provisions set out in Article 7:46101 the Dutch Civil Code pertaining to an occurrence of default, the statutory provisions set out in Articles 6:81-83 01 the Dutch Civil Code shall apply instead.

#### 15. MISCELLANEOUS

15.1 Nullification, annulment or the non-bindingness of one of the provisions set out in the present Agreement containing General Conditions 01 Business shall not affect the validity of the remaining provisions. In the event that one or more provisions is null and void, annulled or nonbinding, Consigner and Oriental Art Auctions shall agree one or more provisions to replace the above which are valid and which correspond as far as possible in content and purport to the provisions that are null and void, annulled or nonbinding.

15.2 Objects which, even without prior knowledge of the owner, are deemed to be cultural heritage, and objects which are made with materials which do not have the necessary CITES certificate, (Ivory, Coral, Rhinoceros horn etc.) are excluded from our Auctions. This also counts for objects which may be considered plundered artworks by the authorities. Possible confiscations and legal consequences are the sole responsibility and expense of the consignor.
15.3 The present Conditions of Business are governed exclusively by the Laws of the Netherlands.
15.4 All disputes pertaining to, arising from or in connection with any agreement entered into between Oriental Art Auctions and the Consignor or in connection with the formation of any such agreement shall be submitted to the exclusive jurisdiction of the competent court in Zwolle, except for the right of Oriental Art Auctions to choose to have the dispute adjudicated by the competent court located in the district of the Consignor.











