



**THE MR. GALLEN TAM COLLECTION
OF HONG KONG BANKNOTES**
香港紙鈔藏家譚耀倫先生集藏

WEDNESDAY | 9 OCTOBER 2024

2024年10月9日 | 星期三

HONG KONG



FOUNDED 1666

SPINK

WHERE HISTORY IS VALUED



THE NUMISMATIC COLLECTORS' SERIES SALE

中國及香港紙幣及錢幣拍賣

Spink Hong Kong | 4/F, Hua Fu Commercial Building | 111 Queen's Road West | Sheung Wan
斯賓克中國 | 香港皇后大道西111號 | 華富商業大廈4樓

Sale Details		CSS108A	Wednesday	9 October 2024 at 11.00 a.m.	2024年10月9日上午11時	Lots 1-493
拍賣會詳情		CSS108B	Wednesday	9 October 2024 at 4 p.m.	2024年10月9日下午4時	Lots 1001-1034
		CSS108C	Thursday	10 October 2024 at 11.00 a.m.	2024年10月10日上午11時	Lots 2001-2655

Viewing of Lots		SPINK Hong Kong	斯賓克中國
預展時間		2-8 October 2024	2024年10月2-8日

Live platform | **SPINK**  **LIVE**
互聯網平台

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NOTICE TO BIDDERS

Dear Bidder,

We welcome you to our auction house. Please note the points below to assist you with the registration, bidding and payment at our auctions.

REGISTRATION FOR BIDDING:

If you are registering with us for the first time or have not bid successfully in the past, we require a deposit of HK\$50,000. If you intend to bid more than HK\$200,000 the deposit may be higher. The deposit will be deducted from your invoice should your bid be successful. If you are unsuccessful, your deposit will be returned by the same means by which it was paid. In addition we will ask for your bank and trade references.

We encourage new clients to register for bidding at least 48 hours prior to the commencement of the sale to allow sufficient time to process the registration.

Prior to the auction, some lots may be designated as "Premium Lots", which means a deposit may be required before placing a bid on the item for sale. Information will be posted on our website in such an event.

Spink have the right at our own discretion to refuse admission to our premises, attendance at an auction and decline submitted bids.

BIDDING METHODS:

In person

You will be given a registration form that you will need to fill in providing your up to date address and contact details. Please always have your photo ID with you and, if you are bidding on behalf of a company, your business registration. ID information is collected for registration purposes only and will be kept confidential.

Submitting a bid form by email/post/fax

Again please always provide your full up-to-date contact details together with the lot numbers and the amounts up to which you would like us to bid on your behalf exclusive of Buyer's Premium/tax/postage. Should you not receive our email confirmation of your bids having been received please call our office to make sure they have been received and processed.

Submitting bids via our website

To submit bids via our website www.spink.com you need to be registered and logged in. You can leave bids via this method up to 3 hours before the commencement of the sale.

Bidding live on Spink Live

You must be registered and logged into either our website www.spink.com or the Spink Live App that can be downloaded from App Store. On our website access the sale via Spink Live button on the home page or through Auctions – Auction Calendar page. In the Spink Live App select the sale from the list. The live bidding platforms are available from one week prior to the sale and made active for live bidding shortly before the commencement of the sale. Please check that you are approved for bidding. During the live feed you will be able to see and hear the auctioneer.

Telephone bidding

We reserve this service for bidding on lots of value exceeding HK\$10,000.

Bidding via agent

Your agent has to inform us prior to the sale that he or she will be bidding on your behalf, and the usual sale registration has to take place. He or she has to provide a letter of authorisation signed by you.

Please place your bids following our usual bidding increments published in the Terms and Conditions for Buyers.

Please note that commission and telephone bids are undertaken subject to other commitments at the time of the sale, and the conduct of the auction may be such that we are unable to bid as requested. Since this is undertaken as free service we cannot accept liability for failure to make a commission bid.

Buy bids and plus one bids will not be accepted.

Please make yourself aware of any Saleroom notices published on lots you are interested in bidding on.

If your bid is successful the Purchase Price will be the sum of the final bid and Buyer's Premium as a percentage of final bid, a shipping charge if applicable and a fee for paying by card. Buyer's Premium rate is 20% of the hammer price.

EXTENSIONS (STAMPS ONLY):

Prospective buyers, who wish to obtain an expert opinion on any lot other than a mixed lot or lot containing un-described stamps, are requested to notify Spink in writing no less than 48 hours before the commencement of the sale. Reason why such opinion is required must be stated together with the identity of an expert for Spink to consider such a request.

Extensions requested on account of condition will not be accepted for expert opinions.

PAYMENT METHODS:

Payments should be made by the registered buyer and not by third parties, unless it has been agreed upon at the time of registration that you are acting as an agent on behalf of a third party.

Payments are due within seven days after the date of the sale unless it has been confirmed to you in writing since July 2013 that you are an approved credit client. If payment is not received by Day 35, the sale will be cancelled. If you are also a vendor in the sale, please note offsets are not available.

Payment may be made by one of the following methods:

Direct bank transfer to the following account, quoting invoice and client number as reference. All bank charges should be met by you.

Account Name:	Spink China Limited
Bank:	HSBC Hong Kong
Account No.:	652-438458-838
SWIFT code:	HSBCHKHHHKH
Bank address:	1 Queen's Road Central, Hong Kong

Credit card (VISA, Mastercard and CUP): A 4% fee will be applied..

For all card payments there are limits to the amounts we will accept depending on the type of card being used and whether the cardholder is present. To make a payment by card please call our office at +852 3952 3000 or email china@spink.com.

Hong Kong cheque drawn on HK branch of bank: Cheques should be made payable to Spink China Limited and must have cleared before your purchases can be collected or sent to you.

Bankers draft/cashier's cheque: If you provide suitable proof of identity and we are able to make checks that satisfy ourselves as to the genuineness of the draft or cheque then you may collect your purchases immediately.

Cash: You may pay for lots purchased by cash in the currency of the sale. We may accept small amounts in GBP, US\$ and EUR.

COLLECTION OF LOTS AND SHIPPING:

All lots have to be paid for in full before they can be collected or shipped. If an invoice is partly paid no lots will be released from that invoice.

It is the responsibility of the buyer to be aware of any import duties or import restrictions in the final destination. Spink will not accept return of any package in order to avoid these duties.

Please be aware that your purchased lots will be at your risk in all respects from the time of collection or the expiry of seven days from the date of sale, whichever is sooner.

If you require sending your lots to an address different from the address on the invoice, this will be carried out at the discretion of Spink.

FOR ANY FURTHER INFORMATION PLEASE CONTACT OUR AUCTION TEAM AT +852 3952 3000 or china@spink.com.

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Olivia Collier

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Paul Pei Po Chow

Marshall Luk

Greg Cole (Consultant)

Wines and Wine

Daniel Lam (Global Head of Wine

and Whisky)

Christopher Pong

Newton Tsang (Auctioneer)

Special Commissions

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HISTORICAL DOCUMENTS

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Neill Granger FRPSL

Ian Shapiro (Consultant)

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Order of Auction 拍賣目錄

LOT NUMBERSECTION

CSS108A - 9 OCTOBER 2024 11 A.M. 十月九日星期三上午十一時

WORLD, MACAU AND HONG KONG COINS AND BANKNOTES 世界、澳門及香港錢幣及紙鈔拍賣專場

1-10	MACAU COINS 澳門錢幣
11-88	MACAU BANKNOTES 澳門紙鈔
89-167	WORLD BANKNOTES 世界紙鈔
168-230	WORLD COINS 世界錢幣
231-241	BRITISH TRADE DOLLAR 英國貿易銀元
242-311	HONG KONG COINS 香港錢幣
312-314	HONG KONG ERROR COINS 香港錯體幣
315-328	HONG KONG COMMEMORATIVE ISSUES AND SILVER ITEMS 香港紀念幣及銀條
329-331	EARLY HONG KONG SHARES AND DOCUMENTS 早期香港股票及文件
332-336	GOVERNMENT OF HONG KONG 香港政府
337-340	BANK OF CHINA (HONG KONG) 中國銀行(香港)
341-353	MERCANTILE BANK 有利銀行
354-355	ORIENTAL BANK CORPORATION 東藩匯理銀行
356-405	CHARTERED BANK GROUP 渣打銀行
406-493	HONGKONG AND SHANGHAI BANKING CORPORATION 香港上海匯豐銀行

CSS108B - 9 OCTOBER 2024 4 P.M. 十月九日星期三下午四時

1001-1034 THE MR. GALLAN TAM COLLECTION OF HONG KONG BANKNOTES
香港紙鈔藏家譚耀倫先生集藏

CSS108C - 10 OCTOBER 2024 11 A.M. 十月十日星期四上午十一時

CHINESE BANKNOTES AND COINS 中國紙鈔及錢幣拍賣專場

2001-2006	CHINA SHARES, COUPONS AND PRIVATE ISSUES 中國股票及兌換券
2007-2009	MING AND QING DYNASTY GOVERNMENT 明代及清代政府
2010-2016	QING ERA PRIVATE AND OFFICIAL ISSUES 清代私鈔及戶部銀行
2017-2080	NATIONAL AND QUASI NATIONAL BANKS 民國四大行及八小行
2081-2109	CHINA FOREIGN BANKS 洋商客鈔
2110-2149	REGIONAL BANKS 地區省鈔
2150-2165	TAIWAN AND TIBET BANKNOTES 臺灣及西藏鈔票
2166-2186	JAPANESE OCCUPATION AND MILITARY CURRENCY 日偽銀行/日佔時期軍票
2187-2199	LIBERATED AREA BANKS 解放區鈔票
2200-2283	PEOPLE'S BANK OF CHINA 中國人民銀行
2284	SOLDIERS CASH COUPONS 軍人資助券
2285-2318	CHINESE ANCIENT COINS 中國古錢
2319-2330	CHINESE CHARMS AND SYCEES 中國花錢及銀錠
2331-2427	QING DYNASTY MILLED COINAGE 清代機制幣
2428-2469	A GENTLEMAN'S CHOICE SELECTION OF CHINESE CASH COINS 資深藏家中國銅幣精選系列
2470-2517	REPUBLIC ERA MILLED COINAGE 民國機制幣
2518-2539	REPUBLIC REGIONAL COINAGE 民國地區錢幣
2540-2564	TAIWAN AND TIBETAN COINAGE 臺灣及西藏錢幣
2565-2570	FOREIGN OCCUPATION COINAGE 外國政權錢幣
2571-2578	MEDALS 勳章
2579-2655	PRC COINAGE 新中國幣 (1949年後)

CSS108D - 14 OCTOBER 2024 CLOSING FROM 2 P.M. 十月十四日星期一下午二時起開始截標

CHINESE BANKNOTES (E-AUCTION) 中國紙鈔 (網上拍賣)

CSS108E - 15 OCTOBER 2024 CLOSING FROM 2 P.M. 十月十五日星期二下午二時起開始截標

WORLD, MACAU AND HONG KONG COINS (E-AUCTION) 世界、澳門及香港錢幣 (網上拍賣)

CSS108F - 16 OCTOBER 2024 CLOSING FROM 2 P.M. 十月十六日星期三下午二時起開始截標

CHINESE COINS (E-AUCTION) 中國錢幣 (網上拍賣)

CSS108G-17 OCTOBER 2024 CLOSING FROM 2 P.M. 十月十七日星期四下午二時起開始截標

WORLD, MACAU AND HONG KONG BANKNOTES (E-AUCTION) 世界、澳門及香港紙鈔 (網上拍賣)

HOW TO BID WITH THE SPINK LIVE APP?

Please Note: In order to participate in any of our auctions you need to log in and register for the auction in which you will be placing bids. For registration, please refer to the Instructions for downloading SPINK LIVE APP.

TIMED AUCTIONS:

Timed auctions allow a single lot to be up for sale for a fixed time. The amount of time left is displayed by the timer which counts down till the end of the auction. Each subsequent lot is timed to end at 30 second intervals if there are no last minute bidders. However please note the following:

1. During the auction, the bid price gets updated in real time so you will know right away when you get outbid by another buyer.
2. If there is more than 1 bidder bidding on the same lot at the same time, the time will automatically extended. If there are multiple time extensions the following lot may end before current lot.
3. If you have the highest bid when the listing ends, you win! For best results, monitor the lot before the sale ends to see if you have been outbid and the time has been extended for further bidding. Please note that there is **NO SLIDE BAR** for timed auction, you must submit your bid by selecting the amount. Once submitted, **no cancellation is allowed**. The current bid will be shown.

LIVE AUCTIONS:

Bid during a live auction event from your mobile or any other devices. Simply log in, select the sale and click on the 'View Live' button. The 'View Live' button will only be available when the sale is about to commence. During the live auction, you will be able to see and hear the auctioneer. Begin bidding with the **SLIDE BAR**. Once you slide the bar to your desired bid price, you have already successfully placed a bid. **The slide bar will ONLY appear in LIVE AUCTIONS.**

*Note there is NO SLIDE BAR in TIMED AUCTION

*Slide bar only available in LIVE AUCTION

Instructions for downloading SPINK LIVE APP and Signing Up

If you wish to bid via the SPINK LIVE APP, you MUST BE registered and logged into our APP.

1. Download "Spink Live" in App Store (iOS) or Play Store (Android).
2. If you have not registered yet, click "Login" on the left menu to create account.
3. Fill in all the information required.
4. Set up a password that is at least 7 characters in length and it must also include:
AT LEAST 1 letter, 1 capital letter, 1 number
5. Once successfully signed up, a Client ID will be sent to your registered email.
6. Log in with the Client ID and password.
7. Enjoy bidding!

You may also register and bid via our official website at www.spink.com for the same integrated experience.

For any queries, please contact us on 3952 3000 or email to china@spink.com

如何使用 SPINK LIVE APP 進行網上競投?

請注意: 如欲參與本公司的任何拍賣, 閣下需預先登記註冊才可成功登入程式進行網上競投。詳情請留意 SPINK LIVE APP 下載指引。

網上時限拍賣:

網上時限拍賣的每一項拍品也會有時間限制的。使用裝置屏幕的上方會顯示該場拍賣的剩餘時間並同時進行倒數, 每項的拍品也會以大約 30 秒時限計時陸續結。請注意以下事項:

1. 網上時限拍賣進行時, 最高競投價會即時顯示以便競投者知道出價被超越。
2. 如同時有其他競拍者競價, 該項拍品拍賣時間會稍為自動延長。如同項拍品時間被延長多次, 下一項拍品拍賣時間有可能率先完結。
3. 在每項拍品拍賣結束時, 出價最高者會贏得拍品。建議競投者密切留意心儀拍品及等待該項拍品結束拍賣, 以緊貼自己的出價有否被超越和時間有否被延長。請注意網上時限拍賣不設向右滑動出價功能, 競投者必須手動下標。由於最高競投價是即時更新和顯示, 一經確認出價, 本公司並不接受任何競投者取消出價。

現場拍賣:

你可透過電話, 電腦等裝置去進行網上競投。只需登入到 SPINK LIVE APP, 選取指定拍賣專場, 按 "觀看直播", 請注意直播功能只會在現場拍賣正式開始前才出現。你能從直播中看到拍賣官的現場拍賣。如欲在直播時參與即時競投, 可拉動屏幕下方的滑動鍵作即時投標, 請注意滑動鍵顯示的是下一口價。一經向右滑動即代表你成功出價。

***網上時限拍賣不設向右滑動出價功能**

***向右滑動出價功能只適用於現場拍賣直播**

SPINK LIVE APP 下載及註冊指引

如閣下欲在 SPINK LIVE APP 參與網上競投, 請先註冊成為會員並登入到程式內。

1. 在 App Store (iOS)或 Play 商店 (Android)下載 SPINK LIVE
2. 如未曾登記, 請在左面清單選取"登入"然後建立新賬戶
3. 填寫所需的個人資料
4. 設立一個最少 7 位字原的密碼且必須包含以下:
最少 1 個英文字母, 1 個大階英文字母以及 1 位數字, 缺一不可
5. 一經成功註冊, 新會員 ID 便會發到閣下的註冊郵箱
6. 使用會員 ID 和密碼登入 SPINK LIVE APP
7. 即時競投!

你亦可從我們的網 www.spink.com 完成註冊和參與競投。

PREFACE

序言



Dear collectors, art enthusiasts, and friends,

Welcome to this private collection auction. Today, we gather together to witness the fusion of art and history. In this auction, you will discover rare Hong Kong banknotes from different periods, each piece imbued with unique historical significance.

Throughout my journey as a collector, I have been fortunate to acquire these valuable items thanks to the generosity of many senior collectors who have offered their rare treasures. Therefore, I have selected a portion of my collection to share with you today, hoping that they will continue to be passed down and celebrated in the years to come.

Let us explore these unique pieces together and embark on the next chapter of their journey.

Wishing you all a pleasant auction and abundant rewards!

尊敬的各位藏家、藝術愛好者及朋友們：

歡迎您參加本次私人收藏品拍賣會。今天，我們齊聚一堂，共同見證藝術與歷史的交融。在此次拍賣會上，您將發現來自不同時期的香港鈔票珍品，每一件珍品都蘊含著獨特的歷史價值。

在我多年的收藏旅程中，得益於許多前輩藏家的慷慨出讓，才使我能夠擁有這些珍貴的藏品。因此，今天我特別挑選了部分珍藏與各位分享，期待它們能在未來的歲月裡繼續傳承與發揚光大。

讓我們共同探討這些獨特的藏品，並為它們的下一段旅程揭開序幕。

祝各位拍賣愉快，收穫滿滿！

CSS108A - 9 October 2024 11 a.m. 十月九日星期三上午十一時
World, Macau and Hong Kong Coins and Banknotes
世界、澳門及香港錢幣及紙鈔拍賣專場

CSS108B - 9 October 2024 4 p.m. 十月九日星期三下午四時
The Mr. Gallen Tam Collection of Hong Kong Banknotes
香港紙鈔藏家譚耀倫先生集藏

CSS108C - 10 October 2024 11 a.m. 十月十日星期四上午十一時
Chinese Banknotes and Coins
中國紙鈔及錢幣拍賣專場

All sales are subject to Terms and Conditions for Buyers printed at the back of this catalogue

Estimates

The estimated selling price of each lot is printed below the lot description and does not include Buyer's Premium.
Bidders should bear in mind that estimates are prepared well in advance of the sale and are not definitive.
They are subject to revision.

Please note that 'Spink Live' is now running on a new and improved on-line bidding platform, which is accessible through www.spink.com and also as a SpinkLive app available for download from App Store. You can continue bidding online free of charge.

We will not accept return of lots that have been authenticated by the third party grading company. Any disputes will need to be settled between the buyer and the respective company.

所有經由第三方獨立評級機構評估的拍賣品並不設退換。
如有任何爭議，將由買方和相關的評級機構雙方自行解決。

If there is any inconsistency or ambiguity between the English version and the Chinese version description of the Lot, the English version shall prevail.

如拍賣品之中、英文內容描述兩個版本有任何抵觸或不相符之處，應以英文版本為準。

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本目錄之所有圖片均可於本公司網站 www.spink.com 瀏覽

HIGH GRADE EARLY \$1 - 早期高分壹圓



1001

Government of HongKong, \$1, ND (1935), serial number F665122, purple and yellow, George V at right, (Pick 311), *PMG 66EPQ, 2nd highest grade on PMG Census. Always popular*

1935年香港政府壹圓·編號 F665122·紫色和黃色·喬治五世在右邊·PMG 66EPQ·PMG 評級亞軍分·備受藏家歡迎之美品

Estimate HK\$28,000-35,000



1002

Government of HongKong, \$1, ND (1936), serial number N048226, (Pick 312), *PMG 66EPQ*

1936年香港政府壹圓·編號 N048226·PMG 66EPQ

Estimate HK\$1,800-2,500



1003

Government of Hong Kong, a group of \$1, ND (1940-41), 1949, 1958, (Pick 316, 324a, 324Ab), all PMG 67EPQ (3)

香港政府壹圓一組三枚·包括·1940-41年·1949年·1958年·均 PMG 67EPQ

Estimate HK\$3,000-4,000



1004

Mercantile Bank Limited, Hong Kong, \$100, 1.11.1973, serial number A945765, red, map of Hong Kong at centre, (Pick 244e), PMG 58EPQ. Original example

1973年有利銀行壹佰圓 · 編號 A945765 · 紅色 · 香港地圖在中央 · PMG 58EPQ · 原裝狀態

Estimate HK\$10,000-20,000



1005

Mercantile Bank Limited, Hong Kong, \$100, 1.11.1973, serial number A977438, red, map of Hong Kong at centre, (Pick 244e), PMG 58EPQ. Original example

1973年有利銀行壹佰圓 · 編號 A977438 · 紅色 · 香港地圖在中央 · PMG 58EPQ · 原裝狀態

Estimate HK\$10,000-20,000



1006

Mercantile Bank Limited, Hong Kong, \$100, 4.11.1974, serial number B384179, (Pick 245), PMG 67EPQ. Only 5 better on PMG census

1974年有利銀行壹佰圓 · 編號 B 384179 · PMG 67EPQ · PMG 評級僅5枚更高分

Estimate HK\$2,500-3,500

A PAIR OF EARLY CHARTERED BANK ISSUES - 一對渣打銀行早期鈔

1007

Chartered Bank of India, Australia & China, Hong Kong, \$5, 1.7.1922, serial number M/A 448167, blue, men pounding rice at left, boat scene at right, reverse, orange, with Chartered bank building at centre, (Pick 41), PMG 20, annotation. Last date issue of the no 'FIVE' at centre type.

1922年印度新金山中國渣打銀行伍圓·編號M/A 448167·藍色·「舂米」·背面橙色·中央是渣打銀行大樓·PMG 20·有書寫·中間沒有中英並印的紅色「五」字之早期版式·亦是尾發年份

Estimate HK\$35,000-45,000


1008

Chartered Bank of India, Australia & China, Hong Kong, \$10, 1.8.1929, serial number N/B 645721, mauve with orange, bridge and pagoda scene at left, boat in cove scene at right, printed signature Fergusson, one handsinged signature at left, (Pick 50), PMG 25NET, rust, ink. Rare in any grade. Last date

1929年印度新金山中國渣打銀行拾圓·編號N/B 645721·淡紫色帶橙色·左邊是橋和寶塔的場景·右邊是海灣中船的場景·手簽署名·印刷簽名Fergusson·PMG 25NET·有鏽漬及墨漬·此系列之美品·尾發年份

Estimate HK\$20,000-30,000

TOP GRADE 1956 \$10 - 1956拾圓冠軍分



1009

Chartered Bank, Hong Kong, \$10, 6.12.1956, serial number T/G 4125625, red, helmeted Roman bust at left, (Pick 63), PMG 66EPQ. PMG census TOP POP. Short lived one year type. Not to be missed!

1956年渣打銀行拾圓·編號T/G 4125625·PMG 66EPQ·評級報告中之冠軍分·品相極好·僅發行一年·莫失良機!

Estimate HK\$28,000-38,000



1010

Chartered Bank, Hong Kong, \$10, 1.1.1980, serial number C880503, (Pick 77a), PMG 67EPQ

1980年渣打銀行香港拾圓·編號C880503·PMG 67EPQ

Estimate HK\$800-1,000



1011

Chartered Bank, Hong Kong, \$10, 1.1.1981, serial number AQ000001, (Pick 77b), PMG 63EPQ. Mid prefix number 1 note! The 'Q' makes the serial number look like A0000001

1981年渣打銀行香港拾圓·編號AQ000001·PMG 63EPQ·中字軌'1'號!'AQ'字軌看起來像A0000001

Estimate HK\$15,000-25,000

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ABOVE AVERAGE EXAMPLE OF THE ICONIC ROMAND HEAD \$50 -
中上品相「火燭鬼」



1012

Chartered Bank of India, Australia & China, Hong Kong, \$50, 1.11.1934, serial number U/H 021372, brown, helmeted head at left, one handsinged signature at left, (Pick 56), PMG 30, ink stamps. A spectacular example for this ever popular type. Well centred with vibrant printing and a clear handsinged signature. PMG census with only 3 better. Not to be missed

1934年印度新金山中國渣打銀行伍拾圓·編號U/H 021372·棕色·左邊是戴頭盔的頭像·手簽署名·PMG 30·有墨章。「火燭鬼」乃長期大熱版別·印刷深潤精緻·居中良好·手簽署名清晰·PMG評級報告中之亞軍分·冠軍數分為35·僅有3枚·值得關注!

Estimate HK\$100,000-200,000



1013

Chartered Bank, Hong Kong, \$50, ND (1970-75), serial number A0600657, blue, Chartered Bank building at left, signature Scotchmer and Graham, (Pick 75a), PMG 65EPQ. A much less common A prefix in high grade.

1970-75年渣打銀行香港伍拾圓·編號 A0600657·「藍屋」·印刷簽名 Scotchmer / Graham·PMG 65EPQ·高分A字軌不常見

Estimate HK\$8,000-15,000

HIGH GRADE \$500 - 早期伍佰圓



1014

Chartered Bank, Hong Kong, \$500, 1.1.1977, serial number Z/Q 304387, brown and green/pink underprint, male bust at left, bank arms at centre, reverse with junk boat harbour scene. (Pick 72d), PMG 67EPQ. A superb high grade example of this ever popular type. PMG census second highest grade with only 1 68EPQ!

1977年渣打銀行香港伍佰圓·編號Z/Q 304387·棕色和綠色/粉紅色底紋·左邊是男性半身像·中央是銀行徽章·背面是帆船碼頭的场景·PMG 67EPQ·極吸引原裝高分品相·PMG 評級亞軍分·僅有1枚獲評68EPQ!

Estimate HK\$35,000-45,000



1015
Chartered Bank, Hong Kong, \$500, 1.1.1982,
 serial number D135872, brown, phoenix at right,
 reverse, Chartered Bank building, arms at centre,
 (Pick 80b), *PMG 66EPQ. Last prefix for type.*

1982年渣打銀行香港伍佰圓·編號 D135872·棕色·右
 有鳳凰·背面是渣打銀行大樓·中央是銀行徽章·PMG
 66EPQ·尾發字軌

Estimate HK\$5,000-8,000



1017
HongKong & Shanghai Banking Corporation,
 \$1, 1.1.1925, serial number B238687, blue on
 multicolour underprint, helmeted head at left, arms
 at lower right, signatures Stephen and Pentycross,
 (Pick 171), *PMG 58, closed pinholes. An above average
 example with only 1 centre crease. Fresh vibrant printing
 remain. Quite attractive*

1925年香港上海滙豐銀行壹圓·編號 B238687·藍色帶
 多色底紋·左邊是戴頭盔的頭像·右下角是銀行徽章·簽
 名 Stephen / Pentycross·PMG 58·針孔經閉合·中
 上品相·中央有折·印刷清晰·顏色鮮豔·非常吸引

Estimate HK\$6,000-9,000



1016
Chartered Bank, Hong Kong, \$1000, 1.1.1979,
 serial number A009805, orange, dragon at right,
 reverse with Chartered Bank building at left, arms at
 centre, (Pick 81a), *PMG 58*

1979年渣打銀行香港壹仟圓·編號 A009805·橙色·
 右有龍·背面左邊是渣打銀行大樓·中央是銀行徽章·
 PMG 58

Estimate HK\$10,000-15,000

Office here



with
MANAGER.



A VERY RARE SPECIMEN - 稀見樣票



1018

HongKong & Shanghai Banking Corporation, specimen \$5, 1.1.1909, no serial numbers, green, water carrying scene at left, junk boat at right, reverse red, (Pick 161s), *PMG 63. A tough first year type for both specimens and issued notes. Gorgeous classical printing design by Waterlow and Sons. Eyecatching and not to be missed. PMG census one of only five!*

1909年香港上海滙豐銀行伍圓樣票·沒有編號·綠色·「擔水」·右邊是帆船·背面紅色·PMG 63·首年發行樣票和行鈔均稀見·經典印刷風格·引人注目·不容錯過·PMG 評級僅五枚!

Estimate HK\$100,000-200,000

A VIBRANT 1921 \$5 - 印刷清晰的1921年「擔水」


1019

HongKong & Shanghai Banking Corporation, \$5, 1.1.1921, serial number A956950, green, water carrying scene at left, junk boat at right, reverse green, one handsinged signature, printed signature Stephen, (Pick 166), PMG 25, rust. Though well circulated with some wear at margins, still an extremely well preserved example with vibrant printing remain.

1921年香港上海滙豐銀行伍圓·編號A 956950·綠色·「擔水」·右邊是帆船·背面綠色·手簽署名·印刷簽名Stephen·PMG25·有鏽漬·雖於流通時造成邊緣磨損·整體仍然保存良好·印刷清晰·顏色鮮豔

Estimate HK\$50,000-75,000

AN ATTRACTIVE 1923 \$5 - 亮眼的1923年「擔水」



1020

HongKong & Shanghai Banking Corporation, \$5, 1.1.1923, serial number B040204, green, water carrying scene at left, junk boat at right, reverse green, one handsigned signature, printed signature Stephen, (Pick 166), PMG 25, minor rust. Though a more commonly seen date than the previous 1921 example. Still a tough type to find in this well above average example. Lovely!

1923年香港上海滙豐銀行伍圓·編號B 040204·綠色·「擔水」·右邊是帆船·背面綠色·手簽署名·印刷簽名Stephen·PMG 25·有些微鏽漬·雖1923年較1921年的版本更常見·此枚品相吸引·不減其收藏價值!

Estimate HK\$40,000-60,000



1021

HongKong & Shanghai Banking Corporation, \$5, 1.1.1934, serial number F703202, brown, arms at centre, seated maiden at right, one handsigned signature, (Pick 173b), **PMG 30**. *Early handsigned type in a well respectable grade, getting scarcer nowadays*
1934年香港上海滙豐銀行伍圓·編號F 703202·棕色·手簽署名·PMG 30·早期手簽版本·愈發罕見!

Estimate HK\$5,000-8,000



1022

HongKong & Shanghai Banking Corporation, \$5, 1.4.1941, serial number P403354, brown, seated maiden at right, (Pick 173d), **PMG 66EPQ**
1941年香港上海滙豐銀行伍圓·編號 P403354·棕色·PMG 66EPQ

Estimate HK\$2,000-3,000



1023

HongKong & Shanghai Banking Corporation, \$10, 1.7.1913, serial number A445414, blue on pink underprint, harbour scene with building at left, beach scene at right, reverse, green, HSBC building at centre, one handsigned signature, printed Stabb signature, (Pick 167), **PMG 20**, *rust*. *First year type. A respectable example for this popular type*
1913年香港上海滙豐銀行拾圓·編號 A445414·藍色帶粉紅色底紋·「海灘」場景·背面綠色·中央是滙豐銀行大樓·手簽署名·印刷簽名Stabb·PMG 20·有鏽漬·首發年份·屬於該人氣版式的中上品相

Estimate HK\$35,000-50,000



1024

HongKong & Shanghai Banking Corporation, \$10, 1.1.1936, serial number H090599, green, maiden with wheat at top left, arms at right, reverse, fewwn on multicolour underprint, HSBC building at centre, one handsigned signature, printed Grayburn signature, (Pick 178a), *PMG 30. Well preserved early handsigned example. Fresh printing remains*

1936年香港上海滙豐銀行拾圓·編號 H090599·綠色·手簽署名·印刷簽名Grayburn·PMG 30·保存完好的早期手簽版別·印刷清晰·顏色鮮豔

Estimate HK\$5,000-7,000



1026

HongKong and Shanghai Banking Corporation, \$50, 31.3.1983, solid serial number A/6 555555, blue, arms at right, reverse HSBC building, (Pick 184i), *PMG 66EPQ. Solid numbers rarely seen on this type*

1983年香港上海滙豐銀行伍拾圓·幸運號A/6 555555·藍色·右邊是銀行徽章·背面是滙豐銀行大樓·PMG 66EPQ·幸運號少見

Estimate HK\$8,000-12,000

AN ATTRACTIVE DURESS ISSUE - 顏色鮮豔的「飛輪」



1025

HongKong & Shanghai Banking Corporation, DURESS \$50, 1.1.1934, serial number B439676, green, allegorical woman standing on wheel at left, reverse, green, HSBC building at centre, one handsigned signature, one printed signature, (Pick 175d), *PMG 35. Well centred example with fresh and vibrant printing, an above average example. Original and getting scarcer now*

1934年香港上海滙豐銀行伍拾圓迫簽票·編號 B439676·綠色·「飛輪」·背面綠色·中央是滙豐銀行大樓·手簽署名·印刷簽名Grayburn·PMG 35·印刷精緻·居中良好·顏色鮮豔·原裝品相愈發罕見

Estimate HK\$30,000-40,000

THE
HONGKONG & SHANGHAI



BANKING CORPORATION

Waterlow & Sons, Ltd. London Wall, London

AN EYECATCHING AND POSSIBLY UNIQUE SPECIMEN \$100 -
極具重要的紅背「茶場」



1027

HongKong & Shanghai Banking Corporation, specimen \$100, 1.1.1912, no serial numbers orange/red, tea house and laborers scene at either side, reverse, red, printed signature Stabb, (Pick 169as), PMG 53 about uncirculated, closed pinholes, toning. This note is highly unusual in that both Pick and KN Boon list the red reverse for the 1909 date only. This 1912 red reverse subtype is believed to be unique at the time of cataloguing and therefore should command a large premium over the other dates. A truly magnificent note! Important for advanced collectors

1912年香港上海匯豐銀行壹佰圓樣票·無編號·PMG 53·有微黃·針孔經閉合·各大參考書中只列有1909年之紅背版別·此枚印上1912年·非常有機會是孤品·名副其實是百年一遇·富有歷史價值·勢必引起一番龍爭虎鬥

Estimate HK\$180,000-250,000

IMPORTANT HIGH GRADE \$100 - 高分美品「大聖書」



1028

HongKong & Shanghai Banking Corporation, \$100, 1.8.1952, serial number F390491, 'key date', red, seated allegorical woman at left, printed signatures Saunders and Morse, reverse, red, HSBC building at centre, (Pick 176e), PMG 66EPQ. A gorgeous example with deep embossing and vibrant printing. A key post war high grade rarity.

1952年香港上海滙豐銀行壹佰圓·編號 F390491·「重要日期」·紅色·印刷簽名 Saunders 和 Morse·中央是滙豐銀行大樓·PMG 66EPQ·紋路凹凸深刻有致·印刷精緻·深潤明亮·戰後重要日期的美品!

Estimate HK\$50,000-70,000



1029

HongKong & Shanghai Banking Corporation, \$100, 1.8.1952, serial number F280525, 'key date', red, seated allegorical woman at left, printed signatures Saunders and Morse, reverse, red, HSBC building at centre, (Pick 176e), PMG 58EPQ. Choice original example for a post war key date type

1952年香港上海滙豐銀行壹佰圓·編號F 280525·「重要日期」·紅色·印刷簽名 Saunders 和 Morse 的簽名·中央是滙豐銀行大樓·PMG 58EPQ·戰後重要日期版別·原裝品相!

Estimate HK\$20,000-30,000



1030

HongKong and Shanghai Banking Corporation, \$100, 1.8.1966, serial number 252247US, red, seated allegorical woman with book at left, (Pick 183b), PMG 67EPQ. PMG census with only 3 better.

1966年香港上海滙豐銀行壹佰圓·編號252247US·紅色·PMG 67EPQ·PMG 評級僅3枚更高分

Estimate HK\$4,000-6,000

豐銀銀行

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HONGKONG
BANKING

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Promises to pay the Bearer

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CHIEF ACCOUNTANT

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香港

Water

TOP POP "BUFFALO" SPECIMEN - 冠軍分「水牛」樣票



1031

HongKong & Shanghai Banking Corporation, specimen \$500, 1.7.1925, brown, buffalo and rice farmer at left, (Pick 170s), *PMG 66EPQ*. A note that needs no introduction to Hong Kong collectors. The iconic 'buffalo' note in specimen form. With no issued notes known to currently exist or in private collectors, this provides one of the few opportunities for collectors to fulfill the remaining gaps in their collection. *PMG Census* one of two TOP POP examples! Highly important and not to be missed.

1925年7月1日香港上海滙豐銀行樣票伍佰圓，棕色，左邊是水牛和種稻的農民，PMG 66EPQ。「水牛」乃香港紙鈔名譽品，目前為止市面及私人收藏均沒有行鈔版的蹤影，樣票版式亦非常罕見，此品更是PMG評級紀錄中2枚冠軍分之一，無論是其歷史意義及收藏價值皆可見一斑

Estimate HK\$200,000-300,000



1032

HongKong & Shanghai Banking Corporation, \$500, 27.3.1969, serial number L444162, brown, Thomas Jackson at right, reverse, blue, head of allegorical woman at left, HSBC building at centre, (Pick 179f), PMG 66EPQ. Last prefix and date for the iconic Thomas Jackson \$500

1969年香港上海滙豐銀行伍佰圓·編號 L444162·棕色·中央是滙豐銀行大樓·PMG 66EPQ·標誌性的「光頭佬」Thomas Jackson 版別的末發字軌和日期

Estimate HK\$10,000-20,000



1033

HongKong and Shanghai Banking Corporation, \$1000, 1.1.1985, serial number AA288515, orange, arms at left, reverse, current HSBC building at centre flanked by 2 lions, old Supreme Court building at right, (Pick 196a), PMG 66EPQ. First year of issue with AA prefix. Rare in high grade

1985年香港上海滙豐銀行壹仟圓·編號 AA288515·橙色·左邊是銀行徽章·背面是中央是滙豐銀行大樓·兩邊是獅子·右邊是舊最高法院大樓·PMG 66EPQ·首發年份AA字軌·少見高分例子

Estimate HK\$10,000-20,000



1034

HongKong and Shanghai Banking Corporation, \$1000, 1.1.1988, serial number AU587818, orange and green, arms at left, reverse, current HSBC building flanked by 2 lions, old Supreme Court building at right, (Pick 199a), PMG 67EPQ

1988年香港上海滙豐銀行壹仟圓·編號 AU587818·橙色和綠色·左邊是銀行徽章·背面是中央是滙豐銀行大樓·兩邊是獅子·右邊是舊最高法院大樓·PMG 67EPQ

Estimate HK\$2,000-3,000

END OF CSS108B

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CHINA

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Signature	Date
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Digital Wallet	means a software-based system that allows users to receive, store, manage, trade and transfer digital assets. It is a requirement for a buyer of Lots identified as containing an NFT to own, have access and control a Digital Wallet capable of receiving transfers of digital assets utilising the Binance Smart Chain (BSC);
DOT	means a digital ownership token that is built on top of blockchain NFT technologies to be minted by Collectibles which, when minted, will exist on a blockchain (viz. Binance Smart Chain), each with a unique identification code and metadata and each also representing legal and beneficial title to the relevant Collectible to which it is pegged. For the avoidance of doubt, legacy use of terms, references to “Fusion DOT” on related documents shall be interpreted to have the same meaning as “DOT”;
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2.1 All sales undertaken by us either at auction or privately are undertaken either as agent on behalf of the Seller or from time to time, as principal if we are the owner of the Lot. Please note that even if we are acting as agent on behalf of the Seller rather than as principal, we may have a financial interest in the Lot.

2.2 The contract for the sale of the Lot will be between you and the Seller.

2.3 The Seller’s sale of the Lot to you is subject to any terms and conditions, disclaimers or exclusions included with any promotional material or catalogue descriptions for the Lot, or otherwise notified to you by the Seller or us on their behalf.

3 BEFORE THE SALE

3.1 Examination of goods

You are strongly advised to examine personally any goods in which you are interested, before the auction takes place. Condition reports are usually available on request. We provide no guarantee to you other than in relation to Forgeries, as set out in clause 5.9 of these Terms and Conditions.

3.2 Catalogue illustrations and descriptions

3.2.1 Catalogue and web illustrations are for guidance only, and should not be relied on by you either to determine the tone, colour or physical condition of any item. No Lot shall be rejected on the grounds of inaccurate reproduction. No Lot illustrated in the catalogue or online shall be rejected on the grounds of cancellation, centring, margins, perforation or other characteristics apparent from the illustration. Estimates of the selling price should not be relied on as a statement that this price is either the price at which the Lot will sell or its value for any other purpose.

3.2.2 All statements made by us as to items sold, whether in our catalogue description, in our condition reports, or during the course of the auction or otherwise, are statements of opinion only and are not and shall not be taken to be statements or representations of fact. We never knowingly offer, exhibit or advertise counterfeits, copies, restrikes or reproductions without them being clearly described as, and in no way knowingly represent such items as being the genuine article. Spink reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable. Coins and banknotes are graded to accepted UK standards to the best ability of our specialists. You acknowledge that the grading of

coins and banknotes is subjective and may vary from specialist to specialist, as the process is by nature an art and not a science. For this reason, we do not automatically accept and are not bound by the opinions of third party grading services for any purposes including before and after the sale of a Lot. Except in the case of manifest error, should there be any conflict between our opinion or condition report, and a third party opinion or condition report, our opinion or condition report shall take precedent.

3.2.3 Many items are of an age or nature which precludes their being in perfect condition and some descriptions in the catalogue or given by way of condition report make reference to damage and/or restoration. We provide this information for guidance only and the absence of such a reference does not imply that an item is free from defects or restoration nor does a reference to particular defects imply the absence of any others.

3.2.4 Other than as set out in clause 5.13, and in the absence of fraud, neither the Seller nor we, nor any of our employees or agents, are responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any Lot nor for any other errors of description or for any faults or defects in any Lot. Every person interested should exercise and rely on his own judgment as to such matters.

3.2.5 Lots identified with an NFT symbol or wording to that effect are subject to all clauses of this section 3. There are many risks associated with buying, owning, using, storing and transferring an NFT, including but not limited to the following risks (which you accept) of: cyber-attacks, phishing, hacking, bruteforcing, mining attacks, malware, viruses, loss or corruption of data, changes of protocols, changes and obsolescence of technology, technical incompatibility, forgotten passwords, lost private keys or the NFT or the digital asset related to it otherwise becoming inaccessible or deleted, incorrectly programmed or constructed NFTs, errors or malfunctions affecting the proper functioning or content of Digital Wallets, or affecting the record on the Blockchain, or the accessibility of the digital asset, and other technical errors and malfunctions, as well as financial risks and uncertainties as to the future value and marketability of NFTs, price volatility, taxation and regulatory requirements in relation to NFTs, and/or of the digital asset to which the NFT relates, and/or of associated Digital Wallets and Blockchain transactions in any relevant jurisdiction, third-party service providers or hosts going out of business or otherwise ceasing to provide the services on which the storage, use and transfer of the NFT depends, or such services being disrupted, NFTs being wrongfully attributed to an incorrect online digital wallet or wrongfully minted in breach of third-party rights, artists making and distributing additional copies of the digital asset or artwork to which the NFT relates, and artists assigning intellectual property rights in the

digital asset or artwork to which the NFT relates to third parties. All of these and other risks may

(i) have a materially adverse effect on your enjoyment and the value of the NFT; and
(ii) lead you to lose the NFT, data and transaction records associated with the NFT, your ability to exercise the rights granted, or the Price you have paid for the NFT. You should also consider the implications of your personal data associated with buying an NFT being stored on a publicly accessible Blockchain.

3.2.6 We do not independently review or verify NFT identification, including but not limited to any metadata associated with the NFT, details of the Blockchain on which the NFT is located, processes governing how the NFT can be accessed and therefore make no representations and give no warranties:

(i) that such information is complete and accurate;
(ii) as to the authorship, attribution, authenticity, origin, date, age, period, provenance, source, material, condition, value, marketability, or any other characteristics of the Lot;
(iii) as to the technical details, security, accessibility, usability, transferability, integrity, or any other technical characteristics of the NFT, the digital asset to which the NFT relates, or the Blockchain on which it is located;
(iv) as to the terms of the Smart Contract governing the NFT if the NFT is subject to a Smart Contract, including as to the scope of the rights granted and/or of any obligations or restrictions associated with the NFT, such as any obligation to make additional Smart Contract Payments, including any resale royalty, commission or fee on the sale or transfer of the NFT, or the amount of any such payment, or restrictions on future transfers of the NFT, or as to its lifespan or expiry; and
(v) as to any other characteristics of and risks associated with and/or inherent to NFT's, the digital assets to which they relate, or Blockchain transactions, and our description of any Lot, and any statements and opinions expressed by us, shall not be construed or relied upon as such.

3.2.7 Transfer of ownership of a Lot identified as containing NFT does not generally mean that you acquire any intellectual property rights to reproduce or exploit the image(s) corresponding to the digital asset or physical item(s) contained within the Lot, unless expressly stated in the description and followed by a copyright assignment to the buyer of the Lot, providing the full amount due has been paid by the buyer. Any assignment of copyright which is associated with a Lot containing an NFT shall only become unconditional and effective upon the transfer of the NFT from us to the Buyer. Transfer of the NFT from us to the Buyer shall only be initiated once the Buyer has confirmed receipt of the Physical Items and Digital Items included in any Lot containing an NFT.

3.3 Your Responsibility

You are responsible for satisfying yourself as to the condition of the goods and the matters referred to in the catalogue description.

3.4 **Extensions sought at time of sale** – Stamps, Covers and other philatelic items (collectively “Philatelic Item(s)”)

3.4.1 If you wish to obtain an expert opinion or Certificate of Authenticity on Philatelic Items in any Lot (other than a mixed Lot or Lot containing undescribed Philatelic Items) you must notify us in writing **not less than forty-eight hours** before the time fixed for the commencement of the first session of the sale.

3.4.2 At the time of making the request you shall provide the reasons why such an opinion or certificate is required by you and specify the identity of your proposed expert which will be subject to agreement by us.

3.4.3 We reserve the right, at our discretion, to refuse a request for an expert opinion or Certificate of Authenticity including (without limitation):

3.4.3.1 where the proposed expert is not known to us; or

3.4.3.2 where the request is made based solely on account of condition where an existing opinion or Certificate of Authenticity to which the Philatelic Item(s) is to be sold by us in relation to cites other faults or defects not included in the catalogue description. You acknowledge that any Philatelic Item(s) accompanied by a Certificate of Authenticity is sold on the basis of that Certificate only and not on the basis of any other description or warranty as to authenticity; or

3.4.3.3 where there is already a recognised certificate relating to the item that was issued less than 5 years ago from the date of the request; or

3.4.3.4 where we will submit the Lot to the Expert Committee.

3.4.4 You acknowledge and accept that the length of time taken by an Expert Committee to reach an opinion will vary depending on the circumstances and in any event is beyond our control.

3.4.5 If you receive any correspondence from the Expert Committee in relation to the Lot, including but not limited to a Certificate of Authenticity, you must provide us with copies of such correspondence no later than 7 days after you receive such correspondence.

3.4.6 You acknowledge that, notwithstanding that a certificate or opinion has been sought under this clause 3.4, you shall pay for the Philatelic Item(s) on receipt of the invoice from us in accordance with the applicable payment provisions set out in these Terms and Conditions, and such money shall be held by us until the certificate or opinion has been issued.

3.4.7 Upon a certificate or opinion being issued by the Expert Committee that does not indicate any material fault in the Philatelic Item(s) that would allow you to return the item, we shall pay to the Seller the relevant proceeds of sale and deliver to you the Philatelic Item(s) once received back from the Expert Committee.

3.4.8 Upon a certificate or opinion being issued by the Expert Committee that does indicate a material fault in the Philatelic Item(s) that would allow you to return the item, we shall refund to you the money paid by you for the Philatelic Item(s) and shall return the Philatelic Item(s) to the Seller.

4 AT THE SALE

4.1 Refusal of admission

Our sales usually take place on our own premises or premises over which we have control for the sale, and we have the right, exercisable at our complete discretion, to refuse admission to the premises or attendance at an auction. You will only be eligible to bid on Lots which include NFT(s) if you have a valid online Digital Wallet in your name and under your control.

4.2 Registration before bidding

All bidders must be registered either by completing a registration form or creating an account online. Please be aware that we usually require buyers to present identification before making a bid at auction, undergo a credit check or provide a trade reference.

If you have not bid successfully with Spink in the past, or you are registering with us for the first time, we reserve the right to require a deposit of up to 50% of the amount you intend to spend. Such deposit will be deducted from your invoice should you be successful. If you are unsuccessful at auction, your deposit will be returned by the same means it was paid to Spink.

Some lots may be designated, prior to the auction, as “Premium lots”, which means a deposit may be required before placing a bid on the item for sale. Information will be posted on our website in such an event.

4.3 Bidding as Principal

When making a bid (whether such bids are made in person or by way of telephone bids operated by Spink, commission or online or email bids), you will be deemed to be acting as principal and will be accepting personal liability, unless it has been agreed in writing, at the time of registration, that you are acting as agent on behalf of a third party buyer acceptable to us.

4.4 Commission Bids

4.4.1 If you give us instructions to bid on your behalf, by using the form provided in our catalogues or via our website, we shall use reasonable endeavors to do so, provided these instructions are received not later than 24 hours before the auction. If we receive commission bids on a particular Lot for identical amounts, and at auction these bids are the highest bids for the Lot, it will be sold to the person whose bid was received first. Commission bids are undertaken subject to other commitments at the time of the sale, and the conduct of the auction may be such that we are unable to bid as requested. Since this is undertaken as a free service to prospective buyers on the terms stated, we cannot accept liability for failure to make a commission bid. You should therefore always attend personally if you wish to be certain of bidding. All commission bids should be sent to 4&5/F, Hua Fu Commercial Building, 111 Queen’s Road West, Hong Kong up till 24 hours prior to the sale.

4.4.2 Lots offered by timed auction are available for sale online only. At any time before the closing time you can place a bid equal to a minimum bid or a higher bid. You could also place your maximum bid and we will bid on your behalf increasing the price in increments to keep you in the lead up to your maximum bid. Placed bids cannot be cancelled or decreased.

4.5 On-line Bidding

We offer internet services as a convenience to our clients. We will not be responsible for errors or failures to execute bids placed on the internet, including, without limitation, errors or failures caused by (i) a loss of internet connection by either party for whatever reason; (ii) a breakdown or problems with the online bidding software and/or (iii) a breakdown or problems with your internet connection, computer or system. Execution of on-line internet bids on www.spink.com and Spink Live is a free service undertaken subject to other commitments at the time of the auction and we do not accept liability for failing to execute an online internet bid or for errors or omissions in connection with this activity.

4.6 Telephone Bids

If you make arrangements with us not less than 24 hours before the sale, we shall use reasonable endeavors to contact you to enable you to participate in bidding by telephone, but in no circumstances will we be liable to either the Seller or you as a result of failure to do so.

4.7 Currency Converter

At some auctions, a currency converter will be operated, based on the one month forward rates of exchange quoted to us by HSBC or any other appropriate rate determined by us, at opening on the date of the auction. Bidding will take place in a currency determined by us, which is usually Hong Kong dollars for auctions held in Hong Kong. The currency converter is not always reliable, and errors may occur beyond our control either in the accuracy of the Lot number displayed on the converter, or the foreign currency equivalent of Hong Kong dollar bids. We shall not be liable to you for any loss suffered as a result of you following the currency converter.

4.8 Video images

At some auctions there will be a video screen. Mistakes may occur in its operation, and we cannot be liable to you regarding either the correspondence of the image to the Lot being sold or the quality of the image as a reproduction of the original.

4.9 Bidding Increments


Bidding generally opens below the low estimate and advances in the following order although the auctioneer may vary the bidding increments during the course of the auction. The normal bidding increments are:

HK\$100 to HK\$2,000 by HK\$100
HK\$2,000 to HK\$3,000 by HK\$200
HK\$3,000 to HK\$5,000 by HK\$200 or HK\$300
HK\$5,000 to HK\$10,000 by HK\$500
HK\$10,000 to HK\$20,000 by HK\$1,000
HK\$20,000 to HK\$30,000 by HK\$2,000
HK\$30,000 to HK\$50,000 by HK\$2,000 or HK\$3,000
HK\$50,000 to HK\$100,000 by HK\$5,000
HK\$100,000 to HK\$ 200,000 by HK\$10,000
HK\$200,000 to HK\$300,000 by HK\$20,000
HK\$300,000 to HK\$500,000 by HK\$20,000 or HK\$30,000
HK\$500,000 and up at Auctioneer's discretion

4.10 Bidding by the Spink Group

4.10.1 We reserve the right to bid on Lots on the Seller's behalf up to the amount of the Reserve (if any), which will never be above the low estimate printed in the auction catalogue.

4.10.2 The Spink Group reserves the right to bid on and purchase Lots as principal.

4.10.3 Lots with this symbol  indicate that a party has provided Spink with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, will be compensated based on his bid in the event he or she is not the successful bidder or may receive a fixed fee in the event he or she is the successful bidder. If the irrevocable bidder is the successful bidder, the fixed fee for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot. If the irrevocable bid is not secured until after the printing of the auction catalogue, a pre-sale announcement will be made indicating that there is an irrevocable bid on the lot. If you are interested in placing an irrevocable bid in an auction, please contact us at chairmanoffice@spink.com. Typically, only some of the lots with an estimate, which must exceed £100,000 or equivalent in other currencies, are open to irrevocable bids.

4.11 The Auctioneer's Discretion

The auctioneer has the right at his absolute discretion to refuse any bid to advance the bidding in such manner as he may decide to withdraw or divide any Lot, to combine any two or more Lots and, in the case of error or dispute, to put an item up for bidding again.

4.12 Successful Bid

4.12.1 Subject to the auctioneer's discretion, the striking of his hammer marks the acceptance of the highest bid, provided always that such bid is higher than the Reserve (where applicable), and the conclusion of a contract for sale between you and the Seller.

4.12.2 The highest bid at the closing time of the timed auction will be the successful bid and the price will be the hammer price and this will be a conclusion of a contract for sale between you and the Seller. All lots sold in the timed auction are subject to charges per section 5 and all clauses of these terms and conditions.

4.13 After Sale Arrangements

If you enter into any private sale agreements for any Lot with the Seller within 60 days of the auction, we, as exclusive agents of the Seller reserve the right to charge you the applicable Buyer's Premium in accordance with these Terms and Conditions, and the seller a commission in accordance with the terms of the seller's agreement.

4.14 Return of Lot and cancellation of sale

4.14.1 Once your bid has been accepted for a Lot then you are liable to pay for that Lot in accordance with these Terms and Conditions. If there are any problems with a Lot then you must notify us within 7 days of receipt of the Lot, specifying the nature of the problem. Please note that an auction sale is not an approval sale. Lots examined by you (or your representative) prior to the sale, Lots for which we have provided condition

reports and Lots purchased by floor bidders (including bidders executing commission bids on behalf of other parties) may not be returned and a cancellation of the sale and refund sought except in the case of forgery in accordance with clause 5.9 below. We may then request that the Lot is returned to us for inspection. Save as set out in clause 5.9, the cancellation of the sale of any Lot and the refund of the corresponding purchase price is entirely at our sole discretion. We will not exercise that discretion if the Lot is not received by us in the same condition that it was in at the auction date (for the avoidance of doubt including but not limited to any item which has undergone any cleaning, restorative, conservation work, re-perforating, pressing, re-gumming or having been taken out of the third party holder after the item has been sold to you shall not be considered as being returned in the same condition as the auction date).

4.14.2 No Lot may be returned on account of condition if the condition was stated by a third party grading company (including, but not limited to PCGS, NGC, ANACS, ICG, PMG, VBG, Legacy Currency Grading) and which conflicts with our condition report or statement of opinion. As stated above at clause 3.2.2, except in the case of manifest error, our condition report and/or opinion stated at the time of the sale shall take precedence over any condition report or third party obtained by you from a third party.

4.14.3 No Lot identified as containing any NFT may be returned or is eligible for any refund once the NFT has been transferred to the Digital Wallet instructed by the Buyer. No warranty stated in clause 5.13.1 is given for such Lot.

4.14.4 In the event that a buyer, following a sale, submits any Philatelic Item(s) (including being part of a Lot) for expertising without our knowledge and no extension has been requested or agreed, then in the event that the certificate indicates any material fault in the Philatelic Item(s) not described by us, we shall have sole discretion as to whether or not any refund (whether in part or in full) is made to the buyer. No refunds will be considered in the event that any submissions are made to us later than 6 (six) years from the date of sale.

5 AFTER THE AUCTION

5.1 Buyer's Premium and other charges

In addition to the Hammer Price, you must pay us the Buyer's Premium at a rate of 20% of the final Hammer price of each lot, postage charge and a fee for paying by credit card. Any Lot identified as containing an NFT is subject to the Buyer's Premium at a rate of 25% of the final Hammer Price, postage charge and in certain situations a fee for paying by credit card.

5.2 Payment

5.2.1 You must provide us with your full name and permanent address and, if so requested, details of the bank from which any payments to us will be made. You must pay the full amount due (comprising the Hammer Price, the Buyer's Premium and any applicable VAT) within seven days after the date of the sale even if the Lot in question has been submitted for expertising and/or is awaiting a certificate to be issued. This applies even if you wish to export the Lot and an export licence is (or may be) required.

5.2.1.1 We shall hold all proceeds of sale until such time as any expertising and/or issue of certificates and/or export licence has been finalised.

5.2.1.2 In the event that the certificate indicates a material adverse issue with regard to the item in the Lot in question and/or the export licence is refused, we shall make an appropriate refund to the buyer.

5.2.2 You will not acquire title to the Lot until

- (i) all amounts due have been paid in full. This includes instances where special arrangements were made for release of Lot prior to full settlement;
- (ii) the NFT has been transferred to your Digital Wallet if the Lot you bought is identified as containing NFT, at this point the sale of the Lot becomes unconditional and incapable of any refund for any reason.

5.2.3 Payment should be made in Hong Kong Dollars by one of the following methods:

(i) Direct bank transfer to our account details of which are set out on the invoice. All bank charges shall be met by you. Please ensure that your client number is noted on the transfer.

(ii) By cheque or bank draft made payable to Spink China Limited. Please note that the processing charges for payments made by cheques or bank drafts drawn on a non-Hong Kong bank shall be met by you. Please ensure that the remittance slip printed at the bottom of the invoice is enclosed with your payment.

(iii) By Visa, Mastercard or CUP. A fee of 4% will be applied. We are not responsible for any foreign exchange losses or charges that you may incur in connection with such card payments.

(iiii) By cryptocurrency, if we have indicated in the catalogue or by a written announcement or notice prior to the sale of a Lot identified as containing any NFT that such cryptocurrency payment may be made by you and will be accepted by us.

5.2.4 Payments should be made by the registered buyer and not by third parties, unless it has been agreed at the time of registration that you are acting as an agent on behalf of a third party.

5.3 Notification

We are not able to notify successful bidders by telephone. While Invoices are sent out by mail after the auction we do not accept responsibility for notifying you of the result of your bid. You are requested to contact us by telephone or in person as soon as possible after the auction to obtain details of the outcome of your bids to avoid incurring charges for late payment.

5.4 Collection, Packing and Handling of Purchases

5.4.1 Unless specifically agreed to the contrary, we shall retain lots purchased until all amounts due to us, or to the Spink Group, have been paid in full. Buyers will be required to pay for their lots when they wish to take possession of the same, which must be within 7 days of the date of the sale, unless prior arrangements have been made with Spink. Without prior agreement, lots will not be released until cleared funds are received with regard to payments made by cheque.

5.4.2 Lots may be collected from 4&5/F, Hua Fu Commercial Building, 111 Queen's Road West, Hong Kong. In the event where a cheque or bank draft payable to Spink China Limited has been presented to us, unless we specifically agree to the contrary, no Lots shall be released before the cheque or bank draft has cleared where such funds have been credited into our bank account.

5.4.3 A purchased Lot shall be at your risk in all respects from the time of collection or the expiry of seven days from the date of sale, whichever is sooner, and neither Spink China Limited nor its employees nor agents shall thereafter be liable for any loss or damage of any kind, whether caused by negligence or otherwise, while any Lot is in or under their respective custody or control.

5.4.4 If required our shipping department may arrange shipment as your agent. Although we may suggest carriers if specifically requested, our suggestions are made on the basis of our general experience of such parties in the past and we are not responsible to any person to whom we have made a recommendation for the acts or omissions of the third parties concerned.

5.4.5 We shall use all reasonable endeavors to take care when handling and packing a purchased Lot but remind you that after seven days or from the time of collection, whichever is sooner, the Lot is entirely at your risk.

5.4.6 It is the responsibility of the Buyer to be aware of any Import Duties that may be incurred upon importation to the final destination. Spink will not accept return of any package in order to avoid these duties. The onus is also on the Buyer to be aware of any Customs import restrictions that prohibit the importation of certain collectibles. Spink will not accept return of the Lot(s) under these circumstances. Spink will not accept responsibility for Lot(s) seized or destroyed by Customs.

5.4.7 If the Buyer requires delivery of the Lot to an address other than the invoice address this will be carried out at the discretion of Spink.

5.5 Remedies for non-payment or failure to collect purchases

5.5.1 If you fail to make payment within seven days of your stipulated payment date set out in your invoice, we shall be entitled to exercise one or more of the following rights or remedies:

5.5.1.1 to charge interest at the rate of 2% per month compound interest, calculated on a daily basis, from the date the full amount is due;

5.5.1.2 to set off against any amounts which the Spink Group may owe you in any other transaction the outstanding amount remaining unpaid by you;

5.5.1.3 we may keep hold of all or some of your Lots or other property in the possession of the Spink Group until you have paid all the amounts you owe us or the Spink Group, even if the unpaid amounts do not relate to those Lots or other property. Following fourteen days' notice to you of the amount outstanding and remaining unpaid, the Spink Group shall have the right to arrange the sale of such Lots or other property. We shall apply the proceeds in discharge of the amount outstanding to us, and pay any balance to you;

5.5.1.4 where several amounts are owed by you to the Spink Group in respect of different transactions, to apply any amount paid to discharge any amount owed in respect of any particular transaction, whether or not you so direct;

5.5.1.5 to reject at any future auction any bids made by you or on your behalf or obtain a deposit from you before accepting any bids.

5.5.2 If you fail to make payment within thirty-five days, we shall in addition be entitled:

5.5.2.1 to cancel the sale of the Lot or any other item sold to you at the same or any other auction;

5.5.2.2 to arrange a resale of the Lot, publicly or privately, and, if this results in a lower price being obtained, claim the balance from you together with all reasonable costs including a 20% seller's commission, expenses, damages, legal fees, commissions and premiums of whatever kind associated with both sales or otherwise, incurred in connection with your failure to make payment; or

5.5.2.3 when reselling the Lot, place a notice in our catalogue stating that you successfully purchased the Lot at auction but have subsequently failed to pay the Hammer Price of the Lot; or

5.5.2.4 take any other appropriate action as we deem fit.

5.6 Failure to collect

Where purchases are not collected within fourteen days after the sale, whether or not payment has been made, you will be required to pay a storage charge of HKD30 per item per day plus any additional handling cost that may apply. You will not be entitled to collect the Lot until all outstanding charges are met, together with payment of all other amounts due to us.

5.7 Use of Default Information

If you fail to make payment for a Lot in accordance with these Terms and Conditions

5.7.1 we reserve the right to refuse you the right to make bids for any future auction irrespective of whether previous defaults have been settled; and

5.7.2 you acknowledge that we may (as necessary for our legitimate interests those of other auctioneers and live bidding platforms in referencing customers and avoiding customer defaults) disclose details of such default to other auctioneers and live bidding platforms, which will include your name, address, nature of the default and the date of the default.

Auctioneers or live bidding platforms who receive details of the default may rely on such information when deciding whether to enter into a transaction with you in the future.

5.8 Export License

5.8.1 You should always check whether an export licence is required before exporting.

5.8.2 Unless otherwise agreed by us in writing, the fact that you wish to apply for an export license does not affect your obligation to make payment within seven days nor our right to charge interest on late payment.

5.8.3 We will not be obliged to rescind a sale nor to refund any interest or other expenses incurred by you where payment is made by you despite the fact that an export license is required.

5.9 Refund in the case of forgery

5.9.1 Unless otherwise described by us, and subject to the rest of this clause 5.9, we guarantee the authenticity of a Lot (other than a miscellaneous Lot, or Lot containing an NFT or item not described in the catalogue) offered for sale by us for: (1) a period of 10 (ten) years from the date of sale for coins and banknotes; and (2) a period of 6 (six) years for all other items.

5.9.2 If, after the sale of a Lot, you reasonably believe an item in a Lot (other than a miscellaneous item not described in the catalogue) is not authentic and is a forgery, you must:

5.9.2.1 notify us within 7 days of becoming aware the item is a forgery providing a written explanation and evidence obtained by you that the item is a forgery. ("**Forgery Notice**";)

5.9.2.2 unless otherwise agreed by us in writing, return the item to us within 14 days from the Forgery Notice, in the same condition as at the auction date (for the avoidance of doubt including but not limited to any item which has undergone any cleaning, restorative, conservation work, re-perforating, pressing, re-gumming or having been taken out of the third party holder after the item has been sold to you shall not be considered as being returned in the same condition as the auction date);

5.9.2.3 promptly provide to us such evidence as we may request that you are able to transfer good title to us or the Seller as we direct, free from any third party claims.

5.9.3 Following receipt of the information set out above and the item, we will review and notify you if we agree with your belief the item is not authentic and is a forgery. You shall cooperate with us at all times and provide such further information and assistance as we may reasonably require for us to carry out our review. Failure to adhere to the above conditions shall mean we shall not be under any obligation to continue the process of review or refund any money paid by you (if applicable).

5.9.4 Following our review, if we agree the item is not authentic and is a forgery we shall notify you in writing. The sale of the Lot to which the item relates shall be rescinded and the amount paid by you refunded to you. For the avoidance of doubt we will only be required to pay you the amount actually paid by you for the Lot concerned and you shall have no claim for interest. Except as otherwise stated in this clause, we shall not be liable to you for any costs, expenses or damages (whether direct, indirect, special or consequential) incurred or suffered by you in respect of any Lot, which breaches our guarantee and is a forgery.

5.9.5 Please note an item shall not be considered a forgery by us where any of the following circumstances apply:

5.9.5.1 the catalogue description or saleroom notice of the item at the auction date corresponded to the generally accepted opinion of scholars or experts at that time, or fairly indicated that there was a conflict of opinions, or

5.9.5.2 it can be demonstrated that the item is a forgery only by means of either a scientific process not generally accepted for use until after publication of the catalogue or a process which at the date of the auction was unreasonably expensive or impracticable or likely to have caused damage to the Lot; or

5.9.5.3 it can be demonstrated that the item is a forgery only by means of adducing information and/or material which were not available at the date of the auction.

5.9.6 The benefit of the guarantee at clause 5.9.1 is not capable of being transferred, and is solely for the benefit of the person to whom the original invoice was made out by us in respect of the Lot when sold and who, since the sale, has remained the owner of the Lot without disposing of any interest in it to any third party.

5.9.7 We shall be entitled to rely on any scientific or other process to establish that the Lot is not a Forgery, whether or not such process was used or in use at the date of the auction.

6 LIABILITY

Nothing in these Terms and Conditions limits or excludes our liability for:

6.1 death or personal injury resulting from negligence; or

6.2 any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation.

7 USE OF YOUR PERSONAL INFORMATION

7.1 We will use the personal information you provide to us as set out in our privacy notice (available at <https://spink.com/privacy-policy>) and in particular to:

7.1.1 process the bids you make on Lots (whether successful or otherwise) and other auction related services we provide;

7.1.2 process your payment relating to a successful purchase of a Lot which includes submitting certain personal information to the Blockchain in respect of purchases of NFTs using a Digital Wallet;;

7.1.3 arrange for delivery of any Lot you purchase, which will include passing your details to shipping providers and, on overseas deliveries, to customs where they make enquiries regarding the Lot and to the Blockchain where you purchase NFT(s);

7.1.4 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

7.2 In accordance with clause 4.2, we may pass your information to credit reference agencies in order to obtain credit checks from them, and they may keep a record of any search that they do.

7.3 In accordance with clause 5.7, where you default on making payment for a Lot in accordance with these terms and conditions we may disclose details of such default to other auctioneers and live bidding platforms.

7.4 We are also working closely with third parties (including, for example, other auctioneers and live bidding platforms) and may receive information about you from them.

7.5 Where you provide us with personal information about other individuals, you must ensure that your provision of that information is compliant with applicable data protection law.

8 COPYRIGHT

8.1 We shall have the right (on a non-exclusive basis) to photograph, video or otherwise produce an image of the Lot. All rights in such an image will belong to us, and we shall have the right to use it in whatever way we see fit.

8.2 The copyright in all images, illustrations and written material relating to a Lot is and shall remain at all times our property and we shall have the right to use it in whatever way we see fit. You shall not use or allow anyone else to use such images, illustrations or written material without our prior written consent. This is separate and distinct to any copyright inherent in any item of any Lot which is to be assigned to you as part of a Lot containing an NFT.

9 NOTICES

All notices given under these Terms and Conditions may be served personally, sent by 1st class post, or faxed to the address given to the sender by the other party. Any notice sent by post will be deemed to have been received on the second working day after posting or, if the addressee is overseas, on the fifth working day after posting. Any notice sent by fax or served personally will be deemed to be delivered on the first working day following dispatch.

10 ADDITIONAL PROVISIONS

10.1 Limitation of Liability

Subject to clause 6, we shall not be liable, whether in tort (including for negligence) or breach of statutory duty, contract, misrepresentation or otherwise for any:

10.1.1 loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information; or

10.1.2 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.1.3 You acknowledge that we are not technology or data experts and that NFTs are not issued, minted or tokenised by us. Furthermore, you acknowledge that NFTs are a new type of asset and NFTs, Smart Contracts and Blockchain transactions are subject to inherent technical and financial risks which you accept, and that the regulatory environment in relation to NFTs (over which we have no control) is uncertain and developing constantly.

10.2 Severability

If any part of these Terms and Condition is found by any court to be invalid, illegal or unenforceable, that part may be discounted and the rest of the conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

10.3 Force majeure

We shall have no liability to you if we are prevented from, or delayed in performing, our obligations under these Terms and Conditions or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport or communications network, blockchain failure or delay, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

10.4 Waiver

10.4.1 A waiver of any right under these Terms and Conditions is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under these Terms and Conditions or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

10.4.2 Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.

10.5 Law and Jurisdiction

10.5.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with Hong Kong laws.

10.5.2 The parties irrevocably agree that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, Terms and Conditions or their subject matter.

買受人條款及細則（以下亦簡稱為 "本文"）

以下詳列本公司 **Spink China Limited**（註冊地址為香港皇后大道西 111 號 4 樓及 5 樓）作為賣方代理或賣方本人與 閣下（買受人）訂立的合約之條款及細則，閣下應仔細閱讀。

1. 釋義

本文所載的詞彙，除文義另有所指外，下列詞彙用於條款及細則時，具有以下涵義：

買受人酬金	指 閣下應根據本文第 5.1 條所示的百分率，就每件拍賣品的落槌價支付本公司的酬金；
區塊鏈	指由各種供應商運營的互聯網技術，其中記錄和交易的數字分類賬分佈在整個對等計算機系統網絡中，使用供應商服務進行驗證和恢復，沒有單點故障俗稱“區塊鏈”；
目錄	指圖像和描述以及有關拍賣品的所有相關信息，無論是印刷形式還是僅在線形式
數位錢包	指一種基於軟件的系統，允許用戶接收、存儲、管理、交易和轉移數位資產。被確定為包含 NFT 的批次的買方要求擁有、訪問和控制能夠使用幣安智能鏈 (BSC) 接收數位資產轉移的數位錢包；
真實性證書	指由專家委員會發出，用於證明拍賣品真實性的證書；
專家委員會	指由可根據第 3.4.3 條對送達的拍賣品進行評估的專家組成的委員會；
贗品	指構成模仿的拍賣品。贗品以欺騙為目的進行整體構思及製作，用以混淆作者、來歷、年代、時期、文化或來源等正確描述並未反映於圖錄當中的內容，且於拍賣日的價值遠不及符合圖錄說明者。因此，拍賣品概不因任何破壞／或任何類型的修復工作（包括重新上釉）而被列為贗品；
落槌價	指拍賣師落槌決定將拍賣品售予買受人的價格；
拍賣品	指交予本公司拍賣的物品，尤其指在拍賣圖錄內附有編號並加以說明的物品；
NFT	指不可替代的代幣，它是與位於區塊鏈上的數字資產相關聯的唯一數字代碼或證書；
保留價	指本公司與賣方協定的拍賣品最低售價；
賣方	指委託本公司出售的拍賣品的擁有人；
Spink Group	指 Spink China Limited、Spink and Son Limited、及本公司之聯營公司；
	指一種僅限在線拍賣，在指定日期開始和結束。在第一個拍賣品落槌後，後續拍賣品將按設定的時間間隔關閉；

2 SPINK CHINA LIMITED 作為代理的角色

- 2.1 本公司作為賣方代理亦不時為自行擁有的物品，以拍賣或私人方式進行銷售。請注意，即使作為賣方代理而非拍賣品擁有人，本公司亦可從拍賣銷售中受益。
- 2.2 拍賣品的出售合約將在 閣下與賣方之間釐定。
- 2.3 閣下與賣方訂立的買賣合約，將依照拍賣圖錄及宣傳刊物內對該拍賣品訂下的買賣條款和細則、所列明的任何不包括在出售之列的項目、涉及之免責聲明等而釐定，亦會根據賣方直接或透過本公司作為賣方的代理向 閣下提出的相關的條款和細則共同釐定。

3 出售前事宜

3.1 物品檢查

本公司強烈建議 閣下在拍賣開始前，對感興趣的物品親自進行檢查。品相報告可經申請獲得。除贗品外，本公司不會向 閣下提供任何擔保，有關贗品之擔保詳見第 5.9 條條款。

3.2 圖錄說明

3.2.1 本公司於圖錄或品相報告中，或於其他途徑以口頭或書面形式就拍賣品的作者、來歷、日期、年代、尺碼規模、材料質量、屬性、真實性、出處、保存情況、品相或估價等所做之表述僅為意見陳述，不應被視為最終的事實。圖錄及網上說明僅作參考之用，不應作為釐定任何物品的色調或顏色之依據。不得以圖錄或網上影像不符為由拒絕成交。亦不得以圖錄或網上影像被刪除、出現越界、重心偏離、存孔洞或其他特徵等為由拒絕成交。拍賣品之售價估值不應被視為該拍賣品將要出售之價格或被用於其他用途之價值。

3.2.2 我們對所售物品所做的所有陳述，無論是在我們的目錄描述、狀況報告中，還是在拍賣過程中或其他方面，都僅是意見陳述，不是也不應被視為事實。我們絕不會故意提供、展示或宣傳仿冒品、複製品、再版或複製品，但未將它們明確描述為，並且絕不會故意將此類物品表示為真品。Spink 保留形成意見的權利，以諮詢和依賴他們認為可靠的任何專家或權威。根據我們專家的最佳能力，硬幣和紙幣按照公認的國際標準進行分級。閣下承認硬幣和紙幣的分級是主觀的，並且可能因專家而異，因為該過程本質上是一門藝術，而不是一門科學。出於這個原因，我們不會出於任何目的自動接受第三方評級服務的意見，也不受其約束，包括在拍賣品出售之前和之後。除明顯錯誤外，如果我們的意見或情況報告與第三方意見或情況報告有任何衝突，我們的意見或情況報告應優先。

3.2.3 許多物品的年代或性質使其無法處於完美狀態，並且目錄中的某些描述或以狀況報告的方式给出的一些描述提到了損壞和/或修復。我們提供此信息僅供參考，缺少此類參考並不意味著該項目沒有缺陷或修復，也不對特定缺陷的參考意味著不存在任何其他缺陷

3.2.4 除第 5.13 條規定外，在沒有欺詐的情況下，賣方、我們以及我們的任何員工或代理均不對關於作者身份、來源、日期、年齡、歸屬的任何陳述的正確性負責、任何拍品的真實性或出處，或任何其他描述錯誤或任何拍品中的任何故障或缺陷。閣下應對這些事項行使並依靠自己的判斷

3.2.5 標有 NFT 符號或類似措辭的拍賣品受第 3 節所有條款的約束。購買、擁有、使用、存儲和轉讓 NFT 存在許多風險，包括但不限於以下風險（您接受的）：網絡攻擊、網絡釣魚攻擊、黑客攻擊、暴力破解、挖掘攻擊、惡意軟件、病毒、數據丟失或損壞、協議更改、技術更改和過時、技術不兼容、忘記密碼、丟失私鑰或 NFT 或與之相關的數字資產以其他方式變得無法訪問或刪除、錯誤編程或構建 NFT、影響數位錢包正常運行或內容的錯誤或故障、或影響區塊鏈上的記錄、或數位資產的可訪問性，以及其他技術錯誤和故障，以及有關 NFT 的未來價值和可銷售性、價格波動、稅收和監管的財務風險和不確定性，和/或與 NFT 相關的數位資產，和/或任何相關司法管轄區的相關數位錢包和區塊鏈交易，第三方服務提供商或主機停業或以其他方式停止提供 NFT 的存儲、使用和轉移所依賴的服務，或此類服務被中斷，NFT 被錯誤地歸因於不正確的在線數字錢包或違反第三方權利錯誤地鑄造，藝術家製作和分發的額外副本 NFT 相關的數位資產或藝術品，以及將與 NFT 相關的數位資產或藝術品的知識產權轉讓給第三方的藝術家。所有這些和其他風險可能 (i) 對您的享受和 NFT 的價值產生重大不利影響；和 (ii) 導致您丟失 NFT、與 NFT 相關的數據和交易記錄、您行使所授予權利的能力或您為 NFT 支付的價格。您還應該考慮與購買存儲在可公開訪問的區塊鏈上的 NFT 相關的個人數據的影響

3.2.6 我們不會獨立審查或驗證 NFT 標識，包括但不限於與 NFT 相關的任何元數據、NFT 所在區塊鏈的詳細信息、管理如何訪問 NFT 的流程，因此不作任何陳述和保證：(i) 此類信息是完整和準確的；(ii) 關於該拍品的作者、歸屬、真實性、來源、日期、年齡、時期、出處、來源、材料、狀況、價值、適銷性或任何其他特徵；(iii) 關於 NFT、與 NFT 相關的數位資產或它所在的區塊鏈的技術細節、安全性、可訪問性、可用性、可轉移性、完整性或任何其他技術特徵；(iv) 如果 NFT 受智能合約約束，則關於管理 NFT 的智能合約的條款，包括授予的權利範圍和/或與 NFT 相關的任何義務或限制，例如任何義務支付額外的智能合約付款，包括 NFT 銷售或轉讓的任何轉售版稅、佣金或費用，或任何此類付款的金額，或對 NFT 未來轉讓的限制，或對其壽命或到期的限制；和 (v) 關於與 NFT、與之相關的數位資產或區塊鏈交易相關和/或固有的任何其他特徵和風險，以及我們對任何拍賣品的描述，以及我們表達的任何陳述和意見，不得被如此解釋或依賴

3.2.7 被識別為包含 NFT 的拍賣品的所有權轉讓通常並不意味著您獲得任何知識產權來複製或利用與該拍賣品中包含的數字資產或物理項目相對應的圖像，除非明確說明及版權已轉讓給該拍品的買方，以及買方已支付全部應付金額。與包含 NFT 的拍賣品相關的任何版權轉讓僅在 NFT 從我們轉讓給買方後才成為無條件且有效的。只有在買方確認收到包含在任何包含 NFT 的批次中的物理物品和數字物品後，才能開始將 NFT 從我們轉移給買方。

3.3 買受人之責任

閣下有責任了解清楚拍賣品之品相以及圖錄內的描述。

3.4 拍賣時要求評估 — 郵票、信封和其他集郵品（統稱為“集郵品”）

3.4.1 若 閣下希望就任何拍賣品的集郵品（混合拍賣品或包含未描述的集郵品的拍賣品除外）獲得專家意見或真品證書，您必須在第一階段的拍賣開始前至少四十八小時以書面形式通知我們。

3.4.2 申請提供專家意見或真實性證書之通知書，須清楚列明申請之原因和 閣下舉薦的專家之身份，該專家須經本公司認同。

3.4.3 我們保留自行決定拒絕專家意見或真品證書請求的權利，包括（但不限於）：

3.4.3.1 閣下推薦的專家不為我方認識時；或

3.4.3.2 僅基於我們出售集郵品的現有意見或真品證書引用目錄描述中未包括的其他故障或缺陷的條件提出請求。閣下承認任何附有真品證書的集郵品僅根據該證書出售，而不是基於任何其他關於真品的描述或保證；或

3.4.3.3 自提出請求之日起不到 5 年之前，已有與該項目有關的認可證明書；或

3.4.3.4 我們會將拍品提交給專家委員會

3.4.4 閣下承認並接受專家委員會達成意見所需的時間將視情況而定，並且在任何情況下都超出本公司的控制範圍。

3.4.5 若 閣下收到專家委員會關於該拍品的任何信件，包括但不限於真品證書，閣下必須在收到此類信件後的 7 天內向本公司提供此信件之副本。

3.4.6 閣下承認，儘管已根據本第 3.4 條尋求證明或意見，但閣下應在收到我們的發票後根據本條款中規定的適用付款規定支付集郵品的費用，該等款項將由本公司持有，直至專家委員會及出證明或意見。

3.4.7 在專家委員會發出之證明或意見不表明集郵品有任何重大缺陷可以讓您退回該物品後，我們將向賣方支付相關款項，並於從專家委員會收到集郵品後寄回閣下。

3.4.8 在專家委員會發出的證明或意見確實表明集郵品存在重大缺陷並允許您退回該郵品後，我們將退還您為該集郵品支付的款項並應將集郵品退還給賣方

4 參與拍賣會須知

4.1 與會規則

本公司舉辦之拍賣會常於本公司或經本公司管理之物業內進行，任何人士如不遵守我們所訂下的規則，可被拒參與競投活動或進場參觀。

4.2 競投前登記

凡有意參與拍賣者，須在會場出示有效身份明文件並先填寫登記表格，或事前在本公司網站開設賬戶登記，登記手續完成後，本公司會要求您作為買受人接受信用審查或提供業界推薦信。如您從未於 Spink 成功競投，或是第一次於本公司登記，我方有權向您收取不多於 閣下欲競投之金額的百分之五十作為保證金。若 閣下成功競投，此保證金將於發票金額內扣除，若未能成功競投，此保證金將悉數以繳付時的方式退還給您。當某些拍賣品在拍賣會被定義為“高估價拍賣品”時，競投人士需要在拍賣開始前繳付保證金。“高估價拍賣品”的資料會在拍賣會舉行前於本公司網站公佈。

4.3 本人競投

在進行競投時，除非 閣下在登記時已得到本公司書面同意，接受您作為第三方買受人之代理人，否則無論您是親身競投，或以電話、委託、網上或電郵等形式競投，您將被視為為自己競投並須承擔個人責任。

4.4 委託競投

閣下可填妥本公司的圖錄內提供的表格或登入本公司網站委託我們代為競投，我們將在合理的情況下按您的指示競投，惟所有委託書須在拍賣前 24 小時之內提交，以圖錄的表格作出的委託請於填妥後寄回或送達本公司，地址詳見首頁。倘我方獲另一客戶委託以相同金額競投同一項拍

賣品，且在拍賣過程中該競價為最高價，則會將其出售予首先下達委託指令的客人。委託競投受銷售時的其他條款規限，而本公司有可能無法按您要求的方式競投。再者，委託競投是一項根據已列明的條款為潛在買家提供的免費服務，我們不會就未能執行委託競投而承擔任何責任。因此，若 閣下希望能按您的意向出價競投，您應親自出席。

4.5 網上競投

為方便客戶，本公司提供網上競投服務。但我方不會對網上競投時產生的錯誤、或無法競投承擔責任，該等錯誤包括且不限於以下的情況：

(i) 任何導致網絡連接失敗的原因；(ii) 競投軟件出現故障或問題及／或 (iii) 客戶的網絡連接、電腦或系統出現故障或問題所導致的錯誤或失敗。為客戶提供網上競投屬於免費服務，並受拍賣時的其他條款規限，故我方不會對客戶未能使用網上競投或遇上相關的錯誤延誤或紕漏而負責。

4.6 電話競投

如 閣下在拍賣會舉行前 24 小時之內與我們作出安排，我們將盡合理的努力跟您聯繫，使您能通過電話參與競投，然而，不論情況為何，本公司不會就未能聯繫到 閣下進行電話競投向 閣下或賣方承擔責任。

4.7 貨幣換算工具

某些拍賣會需要於拍賣當日使用貨幣換算工具。本公司採用匯豐銀行向我司所報的壹個月遠期匯率為換算基準，或以本公司在拍賣當日釐定的其他適用匯率為基準。競投價將按本公司釐定的貨幣進行，於香港舉行的拍賣通常以港幣結算。然而，貨幣換算工具未必一定準確可靠，在準確顯示拍賣品編號或港幣競價的等值外幣方面，也可能出現本公司無法控制之錯誤。對於 閣下因使用貨幣換算工具而遭受的任何損失，本公司不會承擔任何責任。

4.8 視頻圖像

部份拍賣會將安裝顯示屏作現場轉播。顯示屏在運行時可能發生錯誤，故本公司不會就拍賣品跟影像之對比或其影像攝影效果有偏差而負責。

4.9 每口叫價規則

開拍價一般低於估價下限，隨後每口叫價按下表順序遞增，惟拍賣師會在拍賣過程中改變每口叫價增幅。常見的競價增幅如下：

100 港元至 2,000 港元，每次增加 100 港元

2,000 港元至 3,000 港元，每次增加 200 港元

3,000 港元至 5,000 港元，每次增加 200 或 300 港元

5,000 港元至 10,000 港元，每次增加 500 港元

10,000 港元至 20,000 港元，每次增加 1,000 港元

20,000 港元至 30,000 港元，每次增加 2,000 港元

30,000 港元至 50,000 港元，每次增加 2,000 或 3,000 港元

50,000 港元至 100,000 港元，每次增加 5,000 港元

100,000 港元至 200,000 港元，每次增加 10,000 港元

200,000 港元至 300,000 港元，每次增加 20,000 港元


300,000 港元至 500,000 港元，每次增加 20,000 或 30,000 港元

500,000 港元及以上，每口叫價將由拍賣師在現場決定

4.10 由 Spink Group 競投

4.10.1 本公司有權代表賣方競投其拍賣品，而最高競投價只等於保留價（如有者），即絕不會超過圖錄所載的估價下限。

4.10.2 Spink Group 有權以競投者身份為自己競投及購買 拍賣品。

4.10.3 凡拍賣品註有（）符號者則表示已有潛在競投者對該拍賣品向 Spink 作出了「不可撤回的出價」，該「不可撤回的出價」將在競投期間執行，以確保該拍賣品能成功出售。該潛在競投者亦可以以高於其「不可撤回的出價」之競投價參與相關之拍賣，假如該潛在競投者未能成功中標，可以根據他或她的競投價得到補償，假若該潛在競投者為中標人，將可獲得固定費用，並可以此固定費用用作支付該落槌價的一部分。倘若在拍賣圖錄印製之後才收到「不可撤回的出價」，本公司會發出預售公告，表明該拍賣品有此安排。有興趣在拍賣會舉行前作出「出不可撤銷的出價」者，請透過以下電郵與我們聯繫：chairmanoffice@spink.com。在一般情況下，只有具備估值超過拾萬英鎊或等值的貨幣的拍賣品，本公司才會接受「不可撤回的出價」。

4.11 拍賣師之決定權

在拍賣過程中，拍賣師有最終決定權拒絕接受任何競投價，亦可行使酌情權撤回或分拆任何拍賣品，或合併兩個或多個拍賣品供競投，並在出現錯誤或爭議時重新拍賣有關之拍賣品。

4.12 競投成功

當有競投價高於保留價時（如適用），拍賣師有權決定是否接受該競投價為落槌價，獲接受為落槌價即表示該出價人士作為買受人與賣方已締結銷售合約。

4.13 售後安排

閣下如在拍賣後的 60 日內就任何拍賣品與賣方訂立任何私人銷售協議，本公司作為賣方的獨家代理，完全有權根據本文賦予之權利向您收取相關之買受人酬金及根據賣方協議之條款向賣方收取佣金。

4.14 退貨及取消交易

4.14.1 閣下成功競投某項拍賣品後，便須根據本文所示支付相關貨款及費用給本公司。若 閣下對該拍賣品有任何問題而欲安排退貨，您必須自取貨起七天內聯絡我們並清楚闡明問題之詳細，我們有權要求您將拍賣品送回以作檢查。是否接受取消銷售並退回拍賣品貨款將由本公司酌情決定，情況涉及第 5.9 條條款除外。一般而言，若您未能按照拍賣日品相相同的物品退還，本公司將不接受任何退貨或退款之要求。

請注意，拍賣銷售不是批准銷售。拍賣前由您（或您的代表）檢查的拍品、我們已提供狀況報告的拍品和場內投標人（包括代表其他方執行佣金投標的投標人）購買的拍品不得退回，並且銷售取消並要求退款，但根據下文第 5.9 條的偽造情況除外。然後，我們可能會要求將該批次退回給我們進行檢查。除第 5.9 條規定外，取消任何拍品的銷售和退還相應的購買價格完全由我們全權酌情決定。如果我們收到的拍品與拍賣日的狀況不同（為免生疑問，包括但不限於任何經過任何清潔、修復、保護工作的物品，出售給您後重新穿孔、壓制、重新塗膠或從第三方持有人處取出的，不視為以與拍賣日期相同的條件退回）

4.14.2 所有拍賣品皆以第三方標準評級公司，例如 PCGS，NGC，ANACS，ICG，PMG，WBG，Legacy Currency Grading 等對其品相之評定為準而發售，任何人士成功投得拍賣品後，如欲以品相因素而退回有關之拍賣品，本公司一概不會受理。

5. 拍賣後事宜

5.1 買受人酬金

除落槌價外，閣下須按各拍賣品的最終落槌價向本公司支付 20% 的買受人酬金，以及以信用卡結帳時之額外行政費用。

5.2 付款方法

5.2.1 閣下須向本公司提供您的全名及常住地址，有需要時還須向本公司提供 閣下匯款給我司的銀行資料。您必須在拍賣舉行後的七日內全數繳付發票金額。本條文在 閣下擬付運拍賣品到外國，或可能需要申請出口許可證時仍然適用。

5.2.2 在本公司收到您應付之所有款項前，即使我方已與 閣下就拍賣品的擁有權作出安排，您仍不會獲得拍賣品之所有權。

5.2.3 所有交易均以港幣結算，我們接受下列的方式付款：

- 經由銀行匯款至本公司賬戶，詳情載於發票上。閣下須承擔所有相關的銀行手續費。請確保於匯款單上註明您的客戶編號。
- 以支票或銀行匯票付款，抬頭請寫上 Spink China Limited。請留意，閣下須承擔由非香港註冊的銀行發出的支票或銀行匯票的手續費。並確保連同印於發票底部的匯款憑條寄回我司。
- 以 Visa，萬事達或銀聯卡付款，閣下須支付 4% 的行政費。對閣下因使用信用卡付款而可能承受的任何外匯損失或額外費用，本公司概不負責。

5.2.4 所有款項須由成功競投者並註冊為買受人繳付，如您在登記時已獲得本公司書面同意接受您作為第三方買受人之代理則不在此限。

5.3 通知

本公司不會以電話通知每位成功的競投者有關拍賣之結果。雖然發票在拍賣會結束後寄出，但我們沒有責任通知您競投的結果。您應於拍賣後盡快親臨或致電本公司查詢，以避免因延遲繳款而要支付的附加費。

5.4 提貨

5.4.1 除非在拍賣前已與本公司達成特別協議，否則我們或 Spink Group 在收到所有款項之前會繼續保留相關之拍賣品直至買受人繳付所有款項，同時，買受人亦須於拍賣日起計七日內完成交易。我們只會在所有款項收妥入賬後才發貨。

5.4.2 拍賣品可於拍賣會結束及完成付款手續後在本公司領取，地址詳見本文首頁。閣下若以支票或銀行匯票付款，抬頭請寫上 Spink China Limited，除非得到本公司書面同意，在該款項收妥前，閣下不能領取投得的拍賣品。

5.4.3 由領取拍賣品時間起或自拍賣當日起計的第八天（兩者以較早者為準），閣下須承擔拍賣品所有相關的風險，Spink China Limited 及其僱員及代理概不對拍賣品在其保管期間，因任何疏忽或其他原因引起的損失或破壞承擔責任。

5.4.4 如有需要，本公司之運輸部可代您安排運送服務。如有特別要求，

我們亦可向您推薦承運商，請緊記，此等建議乃基於相關承運商與我方的過往合作經驗而作出的，因此，本公司不會就該承運商為您的貨物付運時的行為或疏忽遺漏而負責。

5.4.5 由領取拍賣品時間起或自拍賣當日起計的第八天（以較早者為準），所有跟裝卸和包裝拍賣品有關的風險須由 閣下承擔。

5.4.6 買受人有責任明瞭商品被付運到外地時，當地海關有可能就該次進口徵收關稅。Spink 不接受以避免關稅為由要求退貨。買受人亦有責任理解各地海關對不同收藏品的進口限制。Spink 既不就上述情況接受退貨，亦不就拍賣品被海關沒收或銷毀而負責。

5.4.7 若買受人要求把拍賣品送到非發票收件人的地址，我們將酌情處理該申請。

5.5 未能付款或提貨之補救措施

5.5.1 如 閣下未能於發票規定的七日內完成全額付款，本公司有權行使以下一項或多項權利或補救措施：

5.5.1.1 自發票金額到期日起，以月息 2% 的複利計算每日向您徵收的利息；

5.5.1.2 以 閣下仍未支付的款項抵銷 Spink Group 在任何其他交易中應付而未付給您的款項；

5.5.1.3 本公司有權保留 閣下存放於 Spink Group 的所有或部份拍賣品或其他財物，即使這些物品與欠款無關，我方有權以它們作為擔保，直至您結清拖欠本公司或 Spink Group 的款項為止。若您在本公司發出催繳欠款通知的十四日後仍未繳清款項，Spink Group 有權出售該等拍賣品或財物，所得款項用於清償您拖欠之金額，倘有餘額，將退還予閣下；

5.5.1.4 不論獲得 閣下授權與否，倘若您跟 Spink Group 有其他交易而支付了若干金額，本公司有權以該金額清償 閣下任何特定交易之欠款；

5.5.1.5 在將來的拍賣會上拒絕接受 閣下參與競投或代 閣下作出任何競投，或在競投前向 閣下收取保證金。

5.5.2 倘 閣下未能於三十五日內付款，本公司有權作出下列安排：

5.5.2.1 取消 閣下投得的相關拍賣品或 閣下在同一拍賣會甚至在其他拍賣會上投得的拍賣品或其他物品的銷售；

5.5.2.2 重新安排公開或私下出售該拍賣品，倘售價低於原先的落槌價，我們將向您追討差額及所有合理的費用，包括 20% 的賣方佣金、有關的銷售開支、違約金、訴訟費、酬金、利息、用於兩次銷售的相關費用、或因您違約而衍生的費用；

5.5.2.3 重新拍賣該件拍賣品時，在圖錄內刊出公告，指出 閣下為前成功競投者，但隨後未能履行付款責任；

5.5.2.4 採取其他本公司認為合適的行動。

5.6 未能提貨

無論 閣下是否已經付款，若您於貨物出售后十四日內仍未到取，您須就每件貨物支付每日三十港元之貯存費，另付任何相關的處理費。在結清所有拖欠本公司的費用及其他款項之前，閣下無權領取拍賣品。

5.7 違約記錄

若 閣下未能根據本合約之條款及細則繳付應付款項，則

5.7.1 無論欠款已繳付與否，我們有權拒絕 閣下將來參與任何本公司舉辦的拍賣會；

5.7.2 為保障本公司合法利益並為其他拍賣公司及網絡競投平台提供客戶資料作參考，以避免出現客戶違約的情況，閣下須接受及明白本公司或會向其他拍賣公司及網絡競投平台披露您違約的事情，當中包括您的姓名、地址、違約性質和日期。這些機構可根據有關的違約資訊決定將來是否接受 閣下參與競投。

5.8 出口許可證

5.8.1 安排貨物出口前，閣下須自行核實是否需要申請出口許可證。

5.8.2 除非經本公司書面同意，否則申請出口許可證不會影響 閣下須於七日付款期限向本公司付款之責任，亦不影響本公司向您收取延遲付款的利息之權利。

5.8.3 本公司絕不會就 閣下需要為投得之物品申請出口許可證而撤銷該銷售，也不會為此而退還您支付的任何利息和相關的費用。

5.9 廢品之退款

5.9.1 倘本公司出售之拍賣品（圖錄中並無說明的混合物品除外）被證實為廢品，本公司將撤銷該項銷售並向您退還您已支付之款項。但在下列情況下，本公司概不負責退還任何款項給您 (a) 倘拍賣品圖錄之說明或拍賣當日展廳通告符合學者或專家普遍接受的意見，或已清楚表明此類意見有爭議；或 (b) 只能用科學方法證明

- 該拍賣品為贗品，但該科學方法是在拍賣品圖錄出版後才被普遍使用；或僅能用某種方法證明該拍賣品為贗品，而使用該種方法涉及龐大費用、不合實際或可能對拍賣品造成損害。此外，閣下應注意，您必須符合下列條件後方可獲得退款：
- 5.9.1.1 閣下須於拍賣日起計的七日內以書面通知本公司就閣下認為相關拍賣品為贗品的原因；
- 5.9.1.2 閣下須於十四日內將與拍賣品相同的物品退還予本公司；及
- 5.9.1.3 退還拍賣品後，閣下須盡快提供令我們信服的證據，證明相關拍賣品為贗品，並確保您有能力避免有任何第三方申索的情況出現，將物品所有權轉讓予本公司。
- 5.9.1.4 閣下須在取得證據後七日內向本公司提供該等證據，證明該拍賣品為贗品。
- 5.9.2 無論情況為何，閣下要求本公司就相關拍賣品向您退還的金額不得超過您實際支付的金額，閣下亦無權要求支付利息。
- 5.9.3 此條款即 5.9 條擔保之利益不得轉讓，僅適用於在本公司成功投得相關拍賣品及收到該拍賣品的銷售發票之人士，並在出售當日起計一直持有該拍賣品之擁有權、且沒有向第三方出售或轉讓該拍賣品任何權益之人士。
- 5.9.4 本公司有權依賴各種科學方法或其他方法證明相關的拍賣品不是贗品，不論該方法於拍賣日是否曾經通用或仍被使用。
- 6 責任
- 本文的內容不會免除或限制我們承擔以下的責任：
- 6.1 因本公司的疏忽造成的人身傷亡；或
- 6.2 因本公司的欺詐行為或失實陳述導致您承受的損失或責任。
- 7 收集個人資料之用途
- 7.1 有關使用閣下提供的個人資料之用途詳載於本公司的私隱政策內（<https://spink.com/privacy-policy>），務請細閱，使用範圍主要如下列：
- 7.1.1 就我們提供的拍賣和相關服務，處理您的競投（無論成功與否）；
- 7.1.2 處理閣下成功投得拍賣品，及向您收取款項的事宜；
- 7.1.3 代您安排承運商付運拍賣品或當海關向我們查詢有關的付貨人和拍賣品詳情時，向他們提供所需的資料；
- 7.1.4 發放我們的服務和產品情報，您可以隨時通知我們停止收取此類通訊。
- 7.2 根據第 4.2 條條款，本公司會向信貸機構披露您的個人資料作信用審查，他們可能保留相關記錄。
- 7.3 根據第 5.7 條條款，若閣下未能履行向本公司付款的責任，我們可以向其他拍賣公司或網絡競投平台披露有關的壞賬信息。
- 7.4 本公司亦與第三方（包括其他拍賣公司及網絡競投平台等機構）保持緊密聯繫，並可能向他們收集有關您的資料。
- 7.5 閣下向本公司提供有關他人之個人資料時，必須確保所提供之信息符合《個人資料(私隱)條例》。
- 8 版權
- 8.1 本公司有權（以非專有權為基礎）對拍賣品進行拍照、攝製或以其他方

- 法製作拍賣品之影像。該等照片及影像的專有產權均歸本公司所有，本公司有權以我方認為恰當之方式使用該等影像。
- 8.2 凡出現在本公司的刊物、圖錄及網頁等與拍賣品有關的圖像、插圖、視頻、描述和報導，均屬本公司的版權，我方在任何情況下皆有權使用它們，任何人士未經我們書面同意，不得使用，否則視作侵權行為。
- 9 通告
- 按本文所示，當需要發送通告時，派遞方式可以由人手送達、以平郵、空郵或傳真寄出，經人手送達或傳真發信，於發出後的首個工作日被視為送達，以平郵寄出者，於寄件後的第二个工作日視為送達，如收件人身在海外需以空郵派遞，則於寄件後的第五个工作日視為送達該通告。
- 10 附加條文
- 10.1 責任上限
- 就履行第 6 條條款時，不管是否涉及侵權行為（包括非故意的）、違反法定義務、違約、失實陳述，或其他原因，本公司一概不承擔以下責任：
- 10.1.1 利潤損失、業務損失、商譽受損或因此引致的損失、預期存款或貨物損失、違約、失去使用權、數據或信息失效等；或
- 10.1.2 任何特殊的、間接的、衍生、連帶或純經濟損失、成本增加、損害賠償、費用或開支。
- 10.2 終止合同條款
- 倘本文某部份被法庭裁定為無效、不合法或不可強制執行，其餘部份仍須根據法律及法規執行，各方須遵守及繼續履行其責任。
- 10.3 不可抗力
- 凡出於不可抗力原因令我們延遲或不能履行本合約的義務，本公司概毋須負責。不可抗力的情況不僅只限於自然因素如天災、火災、洪災、地震或火山爆發等情況，還包括超出我方能合理地控制的範圍，例如：罷工、停工歇業、第三方事故或疏忽而導致我方不能繼續經營、不論是否涉及本公司員工或其他行業之員工的勞資糾紛、公共服務或交通網絡癱瘓、戰爭、暴亂、內亂、惡意破壞、遵從法例或政府命令而照章執行的事項、意外、工廠損毀或機器故障、供應商或分銷商的違約等。
- 10.4 豁免權利
- 10.4.1 申請豁免或放棄任何條款或細則之權利，僅接受以書面形式提出且僅適用於提到之特定情況。合約一方未能行使或延遲行使任何條款或細則涵蓋的、或是由法律賦予的權利或補救措施時、又或是只行使某一項或部分的條款或細則或補救措施時，均不會因此而放棄對該項條款或細則或補救措施之權利，也不會防止或限制其繼續行使本合約內所有的權利和補救措施。
- 10.4.2 除另訂說明外，所有條款及細則訂定的權利均屬可累積的權利，亦包括法律賦予的權利。
- 10.5 法律及司法管轄區
- 10.5.1 如執行本合約的條件或細則而出現任何爭議或索償情況，將按照香港法律制度解釋並受香港司法管轄。
- 10.5.2 就上述 10.5.1 條，遇有任何爭議或索償而要訴諸法律，合約雙方同意受香港法院的非專屬管轄權所管轄並交由香港法院審理。
- 本文分別以英文版及中文版刊出，若兩者文有歧異，概以英文版本為準。

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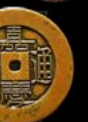
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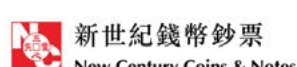
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