



中国嘉德
广州国际拍卖有限公司

GUANGZHOU GUARDIAN INTERNATIONAL AUCTIONS CO., LTD.

首届國際奇石拍賣會

The First International Rock Auctions



2006 年 5 月 1 日
順德陳村花卉世界
MAY, 1, 2006, SHUNDE

中國嘉德廣州國際拍賣有限公司

競買須知

- * 競買人承諾已仔細閱讀刊印于本圖錄中的中國嘉德廣州國際拍賣有限公司《拍賣規則》，并同意遵守該拍賣規則的各項條款。
- * 根據《中華人民共和國文物保護法》規定，本圖錄中凡有“*”標記之拍賣品，恕不辦理出境手續。
- * 本公司所有著錄均只提供復印件，恕不提供原件。
- * 競買人在拍賣會開始前須持本人身份證或護照辦理相關手續，并支付保證金人民幣二萬元，方能入場競買。
- * 買受人應付貨款須在拍賣日起7日內全部付清，逾期未付清者，本公司將不退還保證金，并保留進一步追究該買受人違約責任的權利。
- * 買受人支付貨款除使用現金、支票和刷卡(人民幣卡)外，也可直接匯入本公司開戶銀行，帳號為：廣州市工行天平架支行 3602073019200123231。若以支票、匯票支付，須待銀行確認後方可提貨。
- * 中國嘉德廣州國際拍賣有限公司版權所有。未經本公司書面許可，不得以任何形式對本圖錄的任何部分進行復制以及其它各種形式的使用。

中國嘉德廣州國際拍賣有限公司

首屆國際奇石拍賣會

二〇〇六年五月一日星期一下午二點

拍賣品 1-200 號

廣東順德陳村花卉世界展覽中心 B 館

預展時間

2006 年 4 月 23 日至 4 月 30 日

廣東順德陳村花卉世界大名堂藝術館

主辦：2006 中國(陳村)國際盆景賞石博覽會組委會

承辦：中國嘉德廣州國際拍賣有限公司

協辦：廣東省賞石文化專業委員會

廣東大名堂藝術館

委托競買出價表刊印在本圖錄中

本圖錄封面為第 98 號拍賣品

封底為第 88 號拍賣品

文案策劃：《石道》雜誌編輯部

圖錄工本費為人民幣 200 元

所有拍賣均依據本圖錄刊印的拍賣規則進行

本公司常年征集奇石精品，歡迎海內外藏家提供藏品

中國嘉德廣州國際拍賣有限公司

Guangzhou Guardian International Auctions Co., Ltd.

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Guangzhou Guardian International Auctions Co., Ltd.

The First International Rock Auctions

Monday, May 1, 2006 at 2:00 p.m.

Lots 1 to 200

at Shunde Chencun Flowers Centre B

Preview

APR. 23-30, 2006

at Shunde Chencun Flowers Convention Centre of DA MING TANG

In sending written bids this sale should be referred to no.

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第一章 總則

第一條：爲了規範拍賣行爲，維護拍賣秩序，保護拍賣活動各方當事人的合法權益，制定本法。

第二條：本法適用於中華人民共和國境內拍賣企業進行的拍賣活動。

第三條：拍賣是指以公開競價的形式，將特定的物品或者財產權利轉讓給最高應價者的買賣方式。

第四條：拍賣活動應遵守有關法律、行政法規，遵循公開、公平、公正、誠實信用的原則。

第五條：國務院負責管理拍賣業的部門對全國拍賣業實施監督管理。省、自治區、直轄市的人民政府和設區的市的人民政府負責管理拍賣業的部門對本行政區域內的拍賣業實施監督管理。

第二章 拍賣標的

第六條：拍賣標的應當是委托人所有或者依法可以處分的物品或者財產權利。

第七條：法律、行政法規禁止買賣的物品或者財產權利，不得作爲拍賣標的。

第八條：依照法律或者按照國務院規定需經審批才能轉讓的物品或者財產權利，在拍賣前，應當依法辦理審批手續。委托拍賣的文物，在拍賣前，應當經拍賣人住所地的文物行政管理部門依法鑒定、許可。

第九條：國家行政機關依法沒收的物品，充抵稅款、罰款的物品和其他物品，按照國務院規定應當委托拍賣的，由財產所在地的省、自治區、直轄市的人民政府和設區的市的人民政府指定的拍賣人進行拍賣。拍賣由人民法院依法沒收的物品，充抵罰金、罰款的物品以及無法返還的追回物品，適用前款規定。

第三章 拍賣當事人

第一節 拍賣人

第十條：拍賣人是指依照本法和《中華人民共和國公司法》設立的從事拍賣活動的企業法人。

第十一條：拍賣企業可以在設區的市設立。設立拍賣企業必須經所在地的省、自治區、直轄市人民政府負責管理拍賣業的部門審核許可，向工商行政管理部門申請登記，領取營業執照。

第十二條：設立拍賣企業，應當具備下列條件：
（一）有一百萬元人民幣以上的注冊資本；
（二）有自己的名稱、組織機構、住所和章程；
（三）有與從事拍賣業務相適應的拍賣師或者其他工作人員；
（四）有符合本法和其他有關法律規定的拍賣業務規則；
（五）符合國務院有關拍賣業發展的規定；
（六）法律、行政法規的其他條件。

第十三條：拍賣企業經營文物拍賣的，應當有一千萬元人民幣以上的注冊資本，有具有文物拍賣知識的人員。

第十四條：拍賣活動應當由拍賣師主持。

第十五條：拍賣師應當具備下列條件：
（一）具有高等院校專科以上的學歷和拍賣專業知識；
（二）在拍賣企業工作兩年以上；
（三）品行良好。
被開除公職或者吊銷拍賣師資格證書未滿五年，或者因故犯罪受過刑事處罰的，不得擔任拍賣師。

第十六條：拍賣師資格考核，由拍賣行業協會統一組織。經考核合格的，由拍賣行業協會發給拍賣師資格證書。

第十七條：拍賣行業協會是依法成立的社會團體法人，是拍賣業的自律性組織。拍賣行業協會依照本法並根據章程，對拍賣和拍賣師進行監督。

第十八條：拍賣人有權要求委托人說明拍賣標的來源和瑕疵。拍賣人應當向競買人說明拍賣標的的瑕疵。

第十九條：拍賣人對委托人交付拍賣的物品負有保管義務。

第二十條：拍賣人接受委托後，未經委托人同意，不得委托其他拍賣人拍賣。

第二十一條：委托人、買受人要求對其身分保密的，拍賣人應當爲其保密。

第二十二條：拍賣人及其工作人員不得以競買人的身份參與自己組織的拍賣活動，並不得委托他人代爲競買。

第二十三條：拍賣人不得在自己組織的拍賣活動中拍賣自己的物品或者財產權利。

第二十四條：拍賣成交後，拍賣人應當按照約定向委托人交付拍賣標的價款，並按照規定將拍賣標的移交買受人。

第二節 委托人

第二十五條：委托人是指委托拍賣人拍賣物品或者財產權利的公民、法人或者其他組織。

第二十六條：委托人可以自行辦理委托拍賣手續，也可以由其他代理人代爲辦理委托拍賣手續。

第二十七條：委托人應當向拍賣人說明拍賣標的來源和瑕疵。

第二十八條：委托人有權確定拍賣標的保留價並要求拍賣人保密。拍賣國有資產，依照法律或者按照國務院規定需要評估的，應當經依法設立的評估機構評估，並根據評估結果確定拍賣標的保留價。

第二十九條：委托人在拍賣開始前可以撤回拍賣標的。委托人撤回拍賣標的的，應當向拍賣人支付約定的費用；未作約定的，應當向拍賣人支付爲拍賣支出的合理費用。

第三十條：委托人不得參與競買，也不得委托他人代爲競買。

第三十一條：按照約定由委托人移交拍賣標的，拍賣成交後，委托人應

當將拍賣標的移交給買受人。

第三節 競買人

第三十二條：
競買人是指參加競購拍賣標的的公民、法人或者其他組織。

第三十三條：
法律、行政法規對拍賣標的的買賣條件有規定的，競買人應當具備規定的條件。

第三十四條：
競買人可以自行參加競買，也可以委托其代理人參加競買。

第三十五條：
競買人有權了解拍賣標的的瑕疵，有權查驗拍賣標的和查閱有關拍賣資料。

第三十六條：
競買人一經應價，不得撤回，當其他競買人有更高應價時，其應價即喪失約束力。

第三十七條：
競買人之間、競買人與拍賣人之間不得惡意串通，損害他人利益。

第四節 買受人

第三十八條：
買受人是指以最高應價購得拍賣標的的競買人。

第三十九條：
買受人應當按照約定支付拍賣標的的價款，未按照約定支付價款的，應當承擔違約責任，或者由拍賣人征得委托人的同意，將拍賣標的再行拍賣。
拍賣標的再行拍賣的，原買受人應當支付第一次拍賣中本人及委托人應當支付的佣金。再行拍賣的價款低於原拍賣價款的，原買受人應當補足差額。

第四十條：
買受人未能按照約定取得拍賣標的的，有權要求拍賣人或者委托人承擔違約責任。
買受人未按照約定受領拍賣標的的，應當支付由此產生的保管費用。

第四章 拍賣程序

第一節 拍賣委托

第四十一條：
委托人委托拍賣物品或者財產權利，應當提供身份證明和拍賣人要求提供的拍賣標的所有權證明或者依法可以處分拍賣標的的證明及其他資料。

第四十二條：
拍賣人應當對委托人提供的有關文件，資料進行核實。拍賣人接受委托的，應當與委托人簽訂書面委托拍賣合同。

第四十三條：
拍賣人認為需要對拍賣標的進行鑒定的，可以進行鑒定。鑒定結論與委托拍賣合同載明的拍賣標的狀況不相符時，拍賣人有權要求變更或者解除合同。

第四十四條：
委托拍賣合同應當載明以下事項：
（一）委托人、拍賣人的姓名或者名稱、住所；
（二）拍賣標的的名稱、規格、數量、質量；
（三）委托人提出的保留價；
（四）拍賣的時間、地點；
（五）拍賣標的交付或者轉移的時間、方式；
（六）佣金及其支付的方式、期限；
（七）價款的支付方式、期限；
（八）違約責任；
（九）雙方規定的其他事項。

第二節 拍賣公告與展示

第四十五條：
拍賣人應當於拍賣日七日前發佈拍賣公告。

第四十六條：
拍賣公告應當載明下列事項：
（一）拍賣的時間、地點；
（二）拍賣標的；
（三）拍賣標的的展示時間、地點；
（四）參與競買應當辦理的手續；
（五）需要公告的其他事項。

第四十七條：
拍賣公告應當通過報紙或者其他新聞媒介發佈。

第四十八條：
拍賣人應當在拍賣前展示拍賣標的，並提供查看拍賣標的的條件及有關資料。
拍賣標的展示時間不得少於兩日。

第三節 拍賣的實施

第四十九條：
拍賣師應當於拍賣前宣佈拍賣規則和注意事項。

第五十條：
拍賣標的無保留價的，拍賣師應當在拍賣前予以說明。
拍賣標的有保留價的，競買人的最高應價未到保留價時，該應價不發生效力，拍賣師應當停止拍賣標的的拍賣。

第五十一條：
競買人的最高應價經拍賣師落槌或者以其他公開表示買定的方式確認後，拍賣成交。

第五十二條：
拍賣成交後，買受人和拍賣人應當簽署成交確認書。

第五十三條：
拍賣人進行拍賣時，應當制作拍賣筆錄。拍賣筆錄應當由拍賣師、記錄人簽名；拍賣成交的，還應當由買受人簽名。

第五十四條：
拍賣人應當妥善保管有關業務經營活動的完整帳簿、拍賣筆錄和其他有關資料。
前款規定的賬簿、拍賣筆錄和其他有關資料的保管期限，自委托拍賣合同終止之日起計算，不得少於五年。

第五十五條：
拍賣標的需要依法變更、產權過戶手續的，委托人、買受人應當持拍賣人出具的成交證明和有關材料，向有關行政管理機關辦理手續。

第四節 佣金

第五十六條：
委托人、買受人可以與拍賣人約定佣金的比例。
委托人、買受人與拍賣人對佣金比例未作約定，拍賣成交的，拍賣人可以向委托人、買受人各收取不超過拍賣成交價百分之五的佣金。收取佣金的比例按照同拍賣成交價成反比的原則規定。
拍賣未成交的，拍賣人可以向委托人收取約定的費用；未作約定的可以向委托人收取為拍賣支出的合理費用。

第五十七條：
拍賣本法第九條規定的物品成交的，拍賣人可以向買受人收取不超過拍賣成交價百分之五的佣金。收取佣金的比例按照同拍賣成交價成反比的原則確定。
拍賣未成交的，適用本法第五十六條第三款的規定。

第五章 法律責任

第五十八條：
委托人違反本法第六條的規定，委托拍賣其沒有所有權或

者依法不得處爭的物品或者財產權利的，當依法承擔責任。
拍賣人明知委托人對拍賣的物品或者財產權利沒有所有權或者依法不得處爭，應當承擔連帶責任。

第五十九條：
國家機關違反本法第九條的規定，將應當委托財產所在地的省、自治區、直轄市的人民政府或者設區的市的人民政府指定的拍賣人拍賣的物品擅自處理的，對負有直接責任的主管人員和其他直接責任人員依法給予行政處分，給國家造成損失的，還應當承擔賠償責任。

第六十條：
違反本法第十一條的規定，未經許可登記設立的拍賣企業，由工商行政管理部門予以取締，沒收違法所得，並可以處違法所得一倍以上五倍以下的罰款。

第六十一條：
拍賣人、委托人違反本法第十八條第二款、第二十七條的規定，未說明拍賣標的的瑕疵，給買受人造成損害的，買受人有權向拍賣人要求賠償；屬於委托人責任的，拍賣人有權向委托人追償。
拍賣人、委托人在拍賣前聲明不能保證拍賣標的的真偽或者品質的，不承擔瑕疵擔保責任。
因拍賣標的存在瑕疵未聲明的，請求賠償的訴訟時效期間為一年，自當事人知道或者應當知道權利受到損害之日起計算。
因拍賣標的存在缺陷造成人身、財產損害請求賠償的訴訟時效期間，適用《中華人民共和國質量法》和其它法律的有關規定。

第六十二條：
拍賣人及其工作人員違反本法第二十二條規定的，參與競買或者委托他人代為競買的，由工商行政管理部門對拍賣人給予警告，可以處拍賣佣金一倍以上五倍以下的罰款；情節嚴重的，吊銷營業執照。

第六十三條：
違反本法第二十三條的規定，拍賣人在自己組織的拍賣活動中拍賣自己的物品或者財產權利的，由工商行政管理部門沒收拍賣所得。

第六十四條：
違反本法第三十條的規定，委托人參與競買或者委托他人代為競買的，工商行政管理部門可以對委托人處拍賣成交價百分之三十以下的罰款。

第六十五條：
違反本法第三十七條的規定，競買人之間、競買人與拍賣人之間惡意串通，給他人造成損害的，拍賣無效，應當依法承擔賠償責任，由工商行政管理部門對參與惡意串通的競買人處最高應價百分之十以上百分之三十以下的罰款；對參與惡意串通的拍賣人處最高應價百分之十以上百分之五十以下的罰款。

第六十六條：
違反本法第四章第四節關於佣金比例的規定收取佣金的，拍賣人應當將超收部分返還委托人、買受人，物價管理部門可以對拍賣人處拍賣佣金一倍以上五倍以下的罰款。

第六章 附件

第六十七條：
外國人、外國企業和組織在中華人民共和國境內委托拍賣或者參加競買的，適用本法。

第六十八條：
本法施行前設立的拍賣企業，不具備本法規定的條件的，應當在規定的期限內達到本法規定的條件；逾期未達到本法規定的條件的，由工商行政管理部門注銷登記，收繳營業執照。具體實施辦法由國務院另行規定。

第六十九條：
本法自1997年1月1日起施行



第一章 總則

第一條：規則制定

本規則根據《中華人民共和國拍賣法》及其他有關法律、法規及本公司章程，參照國際通行慣例制定。

第二條：名詞解釋

本規則各條款內，下列詞語具有以下含義：

- (一) “本公司”指中國嘉德廣州國際拍賣有限公司；
- (二) “競買人”指參加本公司舉辦的拍賣活動，在本公司登記並辦理了必要手續，且根據中國法律規定具有完全民事行為能力的參加競購拍賣品的自然人、法人或者其他組織。法律、法規對拍賣品的買賣條件或對競買人的資格有規定的，競買人應當具備規定的條件或資格。本規則中，除非另有說明或根據文義特殊需要，競買人均包括競買人的代理人；
- (三) “買受人”指在本公司舉辦的拍賣活動中以最高應價購得拍賣品的競買人；
- (四) “委托人”指委托本公司拍賣本規則規定範圍內拍賣品的自然人、法人或者其他組織。本規則中，除非另有說明或根據文義特殊需要，委托人均包括委托人的代理人；
- (五) “拍賣品”指委托人交予本公司供拍賣活動拍賣的物品，尤其指任何圖錄內編有任何編號而加以說明的物品；
- (六) “拍賣日”指在某次拍賣活動中，本公司公布的正式開始進行拍賣交易之日。若公布的開始日期與開始拍賣活動實際日期不一致，則以拍賣活動實際開始之日為準；
- (七) “拍賣成交日”指在本公司舉辦的拍賣活動中，拍賣師以落槌或者以其他公開表示買定的方式確認任何拍賣品達成交易的日期；
- (八) “落槌價”指拍賣師落槌決定將拍賣品售予買受人的價格；
- (九) “出售收益”指支付委托人的款項淨額，該淨額為落槌價減去按比率計算的傭金、各項費用及委托人應支付本公司的其他款項後的余額；
- (十) “購買價款”指買受人因購買拍賣品而應支付的包括落槌價、全部酬金、應由買受人支付的其他各項費用以及因買受人不履行義務而應當支付的所有費用在內的總和；
- (十一) “各項費用”指本公司對拍賣品進行保險、制作拍賣品圖錄及其他形式的宣傳品、包裝、運輸、存儲等所收取的費用以及依據相關法律、法規或本規則規定而收取的其他費用；
- (十二) “保留價”指委托人提出並與本公司協商後書面確定的拍賣品最低售價；
- (十三) “參考價”指在拍賣品圖錄或其他介紹說明文字之後標明的拍賣品估計售價。參考價在拍賣日前較早時間估定，並非確定之售價，故有可能調整。

第三條：適用範圍

本公司在中華人民共和國法律和政策允許的範圍內，組織和開展拍賣活動。凡參加本公司組織、開展的文物、藝術品等收藏品的拍賣活動的委托人、競買人、買受人和其他相關各方均應按照本規則執行。

第四條：特別提示

在本公司舉辦的拍賣活動中，本公司一般擔任委托人的代理人，競買人的最高應價經拍賣師落槌或者以其他公開表示買定的方式確認時，即表明委托人與該競買人之間關於拍賣品的買賣合同關係已合法生效，該競買人即成為該拍賣品的買受人。因此產生之法律後果，由委托人與買受人各自承擔。

本規則之規定，構成本公司以拍賣人身份與委托人及買受人訂立合約之相應條款。本規則之規定亦構成委托人與買受人之間關於拍賣品的買賣合同之相應條款。故，凡參加本公司拍賣活動的委托人、競買人、買受人和其他相關各方必須仔細閱讀並遵守本規則，並對自己參加本公司拍賣活動的行為負責。如因未仔細閱讀本規則而引發的任何損失或責任均由行為人自行承擔。

第五條：瑕疵擔保

本公司對拍賣品的真偽及／或品質不承擔瑕疵擔保責任。競買人及／或其代理人應親自審看拍賣品原物，對自己競

投某拍賣品的行為承擔法律責任。

第二章 關於委托人的規定

第六條：委托程序

委托人委托本公司拍賣其物品時，若為自然人的必須持有有效身份證或護照或中國政府認可的其他有效身份證件，並與本公司簽署委托拍賣合同；若為法人或者其他組織的，應憑有效注册登記文件、法定代表人身份證明或者合法的授權委托證明文件，與本公司簽署委托拍賣合同。委托人委托本公司拍賣其物品時，即自動授權本公司對該物品自行制作照片、圖示、圖錄或其他形式的影像制品。

第七條：委托人之代理人

代理委托人委托本公司拍賣物品的，應向本公司出具相關委托證明文件。委托人的代理人若為自然人的，必須持有有效身份證或護照或中國政府認可的其他有效身份證明文件；若為法人或者其他組織的，應憑有效注册登記文件、法定代表人身份證明或者合法的授權委托證明文件。本公司有權對上述委托事項以本公司認為合理的方式進行核査。

第八條：委托人之保證

委托人就其委托本公司拍賣的拍賣品不可撤銷地向本公司及買受人保證如下：

- (一) 其對該拍賣品擁有絕對的所有權或享有合法的處分權，對該拍賣品的拍賣不會侵害任何第三方的合法權益(包括著作權權益)，亦不違反相關法律、法規的規定；
- (二) 其已盡其所知，就該拍賣品的來源和瑕疵向本公司進行了全面、詳盡的披露和說明，不存在任何隱瞞或虛構之處；
- (三) 如果其違反上述保證，造成拍賣品的實際所有權人或聲稱擁有權利的任何第三人提出索賠或訴訟，致使本公司及／或買受人蒙受損失時，則委托人應負責賠償本公司及／或買受人因此所遭受的一切損失，並承擔因此而發生的一切費用和支出。

第九條：保留價

所有拍賣品均設有保留價，本公司與委托人約定無保留價的拍賣品除外。保留價由本公司與委托人通過協商書面確定。保留價數目一經雙方確定，其更改須事先征得對方書面同意。

在任何情況下，本公司不對某一拍賣品在本公司舉辦的拍賣會中未達保留價不成交而承擔任何責任。

第十條：本公司之決定權

本公司對下列事宜擁有完全的決定權：

- (一) 通過拍賣品圖錄及／或新聞媒體及／或其他載體對任何拍賣品作任何內容說明及／或評價；
- (二) 是否應征詢任何專家意見；
- (三) 拍賣品在圖錄中插圖的先後次序、位置、版面大小等安排以及收費標準；拍賣品的展覽／展示方式；拍賣品在展覽／展示過程中的各項安排及所應支付費用的標準；
- (四) 除非本公司與委托人另有約定，本公司對某拍賣品是否適合由本公司拍賣，以及拍賣地點、拍賣日期、拍賣條件及拍賣方式等事宜擁有完全的決定權。

第十一條：未上拍拍賣品

委托人與本公司簽署委托拍賣合同且將拍賣品交付本公司後，若因任何原因致使本公司認為某拍賣品不適合由本公司拍賣的，則委托人應自收到本公司領取通知之日起三十日內取回該拍賣品(包裝及搬運等費用自負)，本公司與委托人之間的委托拍賣合同自委托人領取該拍賣品之日解除。若在上述期限，委托人未取走拍賣品的，則本公司與委托人之間的委托拍賣合同自上述期限屆滿之日即告解除。若在委托拍賣合同解除後七日內，委托人仍未取走拍賣品的，則本公司有權以公開拍賣或以其他本公司認為合適的方式及條件出售該拍賣品，處置所得在扣除本公司因此產生之全部費用後，若有余款，則余款由委托人自行取回。

第十二條：拍賣中止

如出現下列情況之一，則本公司有權在實際拍賣前的任何時間中止任何拍賣品的拍賣活動：

(一) 本公司對拍賣品的歸屬或真實性持有異議；

(二) 第三人對拍賣品的歸屬或真實性持有異議且能够提供異議所依據的相關證據材料，並按照本公司規定交付擔保金，同時願意對中止拍賣活動所引起的法律後果及全部損失承擔全部法律責任；

(三) 對委托人所作的說明或對本規則第八條所述委托人保證的準確性持有異議；

(四) 有證據表明委托人已經違反或將要違反本規則的任何條款；

(五) 存在任何其他合理原因。

第十三條： 委托人撤回拍賣品

委托人在拍賣日前任何時間，向本公司發出書面通知說明理由並經本公司同意後，可撤回其拍賣品。但撤回拍賣品時，若該拍賣品已列入的圖錄或其他宣傳品已開始印刷，則應支付相當于該拍賣品保險金額百分之二十的款項並支付其他各項費用。如圖錄或任何其他宣傳品尚未印刷，也需支付相當于該拍賣品保險金額百分之十的款項並支付其他各項費用。因委托人撤回拍賣品而引起的任何爭議或索賠均由委托人自行承擔，與本公司無關。

第十四條： 自動受保

除委托人另有書面指示外，在委托人與本公司簽署委托拍賣合同且將拍賣品交付本公司後，所有拍賣品將自動受保于本公司的保險，保險金額以本公司與委托人在委托拍賣合同中確定的保留價為準（無保留價的，以該拍賣品的約定的保險金額為準；調整拍賣保留價的，以該拍賣品原保留價為準）。此保險金額只適用於保險和索賠，並非本公司對該拍賣品價值的保證或擔保，也不意味着該拍賣品由本公司拍賣，即可售得相同于該保險金額之款項。

第十五條： 保險費

除委托人與本公司另有約定外，拍賣成交後，委托人應支付相當于落槌價百分之一的保險費。如拍賣品未能成交，委托人應支付相當于保留價百分之一的保險費。

第十六條： 保險期間

如拍賣品拍賣成交，保險期限至拍賣成交日起第七日止或買受人領取拍賣品之日止（以二者中較早者為準）。如拍賣品拍賣未成交，則保險期限至委托人收到本公司告知其領回拍賣品的通知之日起七日屆滿為止。

第十七條： 委托人安排保險

如委托人以書面形式告知本公司不需投保其拍賣品，則風險由委托人自行承擔。且委托人應隨時承擔以下責任（除非法院或仲裁機構另有裁定）：

(一) 對其他任何權利人就拍賣品的毀損、滅失向本公司提出的索賠或訴訟作出賠償；

(二) 對因任何原因造成拍賣品損毀、滅失，而致使本公司或任何權利人所遭受的全部損失及所支出的全部費用承擔賠償責任。

(三) 將本條所述的賠償規定通知該拍賣品的任何承保人。

第十八條： 保險免責

因自然磨損、固有瑕疵、內在或潛在缺陷、物質本身變化、自燃、自熱、氧化、銹蝕、滲漏、鼠咬、蟲蛀、大氣(氣候或氣溫)變化、濕度或溫度轉變、正常水位變化或其他漸變原因以及因地震、海嘯、戰爭、類似戰爭行爲、敵對行爲、武裝衝突、恐怖活動、謀反、政變、罷工、暴動、民衆騷亂及核裂變、核聚變、核武器、核材料、核輻射以及放射性污染對拍賣品造成的任何毀損、滅失，以及由于任何原因造成的圖書框架或玻璃、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的毀損、滅失，本公司不負賠償責任。

第十九條： 保險賠償

凡屬因本公司爲拍賣品所購保險承保範圍內的事件或災害所導致的拍賣品毀損、滅失，應根據中華人民共和國有關保險的法律和規定處理。本公司在向保險公司進行理賠，並獲得保險賠償後，將保險賠款扣除本公司費用（傭金除外）的余款支付給委托人。

第二十條： 競投禁止

委托人不得競投自己委托本公司拍賣的物品，也不得委托

他人代爲競投。若違反本條規定，委托人應自行承擔相應之法律責任，並賠償因此給本公司造成的全部損失。

第二十一條： 傭金及費用

除委托人與本公司另有約定外，委托人授權本公司按落槌價百分之十扣除傭金並同時扣除其他各項費用。盡管本公司是委托人的代理人，但委托人同意本公司可根據本規則第四十八條的規定向買受人收取酬金及其他各項費用。

第二十二條： 未成交手續費

如某拍賣品的競投價低于保留價的數目而未能成交，則委托人授權本公司向其收取按保留價百分之三計算的未拍出手續費，並同時收取其他各項費用。

第二十三條： 出售收益支付

如買受人已按本規則第四十九條的規定向本公司付清全部購買價款，則本公司應自拍賣成交日起三十五天後以人民幣將出售收益支付委托人。

第二十四條： 延遲付款

如本規則第四十九條規定的付款期限屆滿，本公司仍未收到買受人的全部購買價款，則本公司將在實際收到買受人支付的全部購買價款之日起七個工作日內（但該時限亦應在拍賣成交日起三十五天後）將出售收益支付委托人。

第二十五條： 撤銷交易

拍賣成交日起60天後，如買受人仍未向本公司付清全部購買價款，委托人向本公司發出書面通知並經本公司同意後，委托人有權撤銷交易。本公司將在做出同意委托人撤銷交易的決定之日起七個工作日內向買受人發出撤銷交易的通知。如委托人將撤銷交易的通知送達本公司之前，買受人已經付清全部購買價款和／或已經辦理完畢提貨手續的，委托人撤銷交易的通知視爲自動廢止，相關交易應按照本規則第二十四條等規定繼續履行，委托人應予以必要的配合並不得就此提出任何異議。如委托人撤銷交易，則委托人應自收到本公司領取通知之日起三十日內取回該拍賣品（包裝及搬運等費用自負）。若超過上述期限，本公司有權以公開拍賣或以其他本公司認爲合適的方式及條件出售該拍賣品，處置所得在扣除本公司因此產生之全部費用後，若有余款，則余款由委托人自行取回。

第二十六條： 稅項

如委托人所得的出售收益應向政府納稅，則由委托人自行負責辦理並承擔相應稅費。

第二十七條： 協助收取拖欠款項

如買受人在拍賣成交日起七日內未向本公司付清全部購買價款，本公司除有權按照本規則第五十六條之規定向買受人追索其應付的酬金及其他各項費用外，並有權根據委托人的要求，在本公司認爲實際可行的情況下，采取適當措施，協助委托人向買受人收取拖欠的款項。但本公司不代表委托人向買受人提起訴訟。

第二十八條： 本公司之決定權

本公司有權接受委托人授權(由委托人支付費用)並視具體情況決定下列事項：

(一) 同意購買價款以特殊付款條件支付；

(二) 搬運、儲存及投保已出售的拍賣品；

(三) 根據本規則有關條款，解決買受人提出的索賠或委托人提出的索賠；

(四) 采取其他必要措施收取買受人拖欠委托人的款項。

第二十九條： 拍賣品未能成交

如拍賣品未能成交，委托人應自收到本公司領取通知之日起三十日內取回該拍賣品(包裝及搬運等費用自負)，並向本公司支付未拍出手續費及其他各項費用。本公司與委托人之間的委托拍賣合同自委托人領取該拍賣品之日解除。若在上述期限，委托人未取走拍賣品的，則本公司與委托人之間的委托拍賣合同自上述期限屆滿之日即告解除。若在委托拍賣合同解除後七日內，委托人仍未取走拍賣品的，本公司有權以公開拍賣或以其他本公司認爲合適的方式及條件出售該拍賣品，處置所得在扣除第一次拍賣中委托人應支付的未拍出手續費及其他各項費用及再次出售該拍賣品的全部費用後，若有余款，則余款由委托人自行取回。

第三十條： 風險承擔

委托人應對其超過本規則規定期限未能取回其拍賣品而在該期限後所發生之一切風險及費用自行承擔責任。如委托人要求本公司協助退回其拍賣品，退回的風險及費用由委托人承擔，除非特別指明並負擔保險費外，一般在運輸中不予投保。

第三章 關於競買人和買受人的規定

第三十一條： 拍賣品圖錄

在本公司舉辦的拍賣活動中，爲便于競買人及委托人參加拍賣活動，本公司均將制作拍賣品圖錄，對拍賣品之狀況以文字及／或圖片進行簡要陳述。拍賣品圖錄中的文字、參考價、圖片以及其他形式的影像制品和宣傳品，僅供競買人參考，並可于拍賣前修訂，不表明本公司對拍賣品的真實性、價值、色調、質地、有無缺陷等所作的擔保。

第三十二條： 圖錄之不確定性

因印刷或攝影等技術原因造成拍賣品在圖錄及／或其他任何形式的圖示、影像制品和宣傳品中的色調、顏色、層次、形態等與原物存在誤差者，以原物爲准。本公司及其工作人員或其代理人對任何拍賣品用任何方式（包括證書、圖錄、幻燈投影、新聞載體、網絡媒體等）所作的介紹及評價，均爲參考性意見，不構成對拍賣品的任何擔保。本公司及其工作人員或其代理人毋需對上述之介紹及評價中的不準確或遺漏之處負責。

第三十三條： 競買人之審看責任

本公司對拍賣品的真偽及／或品質不承擔瑕疵擔保責任。競買人及／或其代理人有責任自行了解有關拍賣品的實際狀況並對自己競投某拍賣品的行爲承擔法律責任。本公司鄭重建議，競買人應在拍賣日前，以鑒定或其他方式親自審看擬競投拍賣品之原物，自行判斷該拍賣品是否符合其描述，而不應依賴本公司拍賣品圖錄以及其他形式的影像制品和宣傳品之表述做出決定。

第三十四條： 競買人登記

競買人爲自然人的，應在拍賣日前憑有效身份證或護照或中華人民共和國認可的其他有效身份證件填寫並簽署登記文件；競買人爲法人或者其他組織的，應在拍賣日前憑有效的注册登記文件、法定代表人身份證明或者合法的授權委托證明文件填寫並簽署登記文件，領取競投號牌。否則不視爲正式競買人。

第三十五條： 保證金

競買人參加本公司拍賣活動，應在領取競投號牌前交納保證金。保證金的具體數額由本公司在拍賣日前公布。上述保證金在拍賣結束後五個工作日內，若競買人未能購得拍賣品，則全額無息返還競買人；若競買人購得拍賣品，則抵作購買價款的一部分。若有余額，則于競買人領取拍賣品時，一並返還。

第三十六條： 本公司之選擇權

本公司有權酌情拒絕任何人參加本公司舉辦的拍賣活動或進入拍賣現場，或在拍賣會現場進行拍照、錄音、攝像等活動。

第三十七條： 异常情况處理

當拍賣現場出現异常情况，本公司有權根據實際情況作出相應處理。如拍賣現場出現任何爭議，本公司有權予以協調解決。

第三十八條： 以當事人身份競投

除非某競買人在拍賣日前向本公司出具書面證明並經本公司書面認可，表明其身份是某競買人的代理人，否則每名競買人均被視爲競買人本人。

第三十九條： 委托競投

競買人應親自出席拍賣會。如不能出席，可採用書面形式委托本公司代爲競投。本公司有權決定是否接受上述委托。

第四十條： 委托手續

委托本公司競投之競買人應在規定時間內（不遲于拍賣日前二十四小時）辦理委托手續，向本公司出具書面委托競投授權書，並應根據本規則第三十五條之規定同時繳納保證金。

第四十一條：取消委托

委托本公司競投之競買人如需取消委托授權，應不遲于拍賣日前二十四小時書面通知本公司。

第四十二條：委托競投之免責

因代理競投系本公司爲競買人由于特殊情況不能參加現場競投而提供的免費服務，本公司及其工作人員對競投未成功或代理競投過程中出現的疏忽、過失或無法代爲競投等將不負任何責任。如競買人希望確保競投成功，則應親自出席競投。

第四十三條：委托在先原則

若兩個或兩個以上委托本公司競投之競買人以相同委托價對同一拍賣品競投成功，則本公司最先收到委托競投授權書者爲該拍賣品的買受人。

第四十四條：拍賣師之決定權

拍賣師有權代表本公司提高或降低競價階梯、拒絕任何競投，在出現爭議時，將拍賣品重新拍賣。

第四十五條： 影像顯示板及貨幣兌換顯示板

本公司爲方便競買人，可能于拍賣中使用影像投射或其他形式的顯示板，所示內容僅供參考。無論影像投射或其他形式的顯示板所示之數額、拍賣品編號、拍賣品圖片或參考外匯金額等均有可能出現誤差，本公司對因此誤差而導致的任何損失不負任何責任。

第四十六條：拍賣成交

最高應價經拍賣師落槌或者以其他公開表示買定的方式確認時，該競買人競投成功，即表明該競買人與委托人之間達成了關於該拍賣品的買賣合同。

第四十七條：拍賣記錄

本公司進行拍賣時，制作拍賣筆錄，拍賣筆錄由拍賣師、記錄人簽名。在本公司舉行的拍賣活動中，最高應價經拍賣師落槌或者以其他公開表示買定的方式確認後，買受人應當在成交記錄上簽名。

第四十八條：酬金及費用

競買人競投成功後，即成爲該拍賣品的買受人。買受人應支付本公司相當于落槌價百分之十的酬金，同時應支付其他各項費用，且其承認本公司可根據本規則第二十一條的規定向委托人收取傭金及其他各項費用。

第四十九條：付款時間

拍賣成交後，買受人應自拍賣成交日起七日內一次付清購買價款並領取拍賣品（包裝及搬運等費用自負），否則應承擔違約責任。

第五十條：支付幣種

所有價款應以本公司指定的貨幣支付，如買受人以本公司指定的貨幣以外的其他貨幣支付，應按買受人與本公司約定的匯價折算或按照中國人民銀行于買受人付款日前一工作日公布的人民幣與該幣種的匯價折算。本公司爲將買受人所支付之該種外幣兌換成人民幣所引致之所有銀行手續費、傭金或其他費用，均由買受人承擔。

第五十一條：所有權轉移

買受人全額支付購買價款後，即可獲得拍賣品的所有權。

第五十二條：風險轉移

競投成功後，拍賣品的風險于下列任何一種情形發生後（以較早發生日期爲准）即由買受人自行承擔：
（一）買受人領取所購拍賣品；或
（二）買受人向本公司支付有關拍賣品的全部購買價款；或
（三）拍賣成交日起七日屆滿。

第五十三條：領取拍賣品

買受人須在拍賣成交日起七日內領取所購買的拍賣品。若買受人未能在拍賣成交日起七日內領取拍賣品，則因逾期造成對該拍賣品的搬運、儲存及保險費用均由買受人承擔，且買受人應對其所購拍賣品負全責，即使該拍賣品仍由本公司或其他代理人代爲保存，本公司及其工作人員或其代理人對任何原因所致的該拍賣品的毀損、滅失，不負任何

責任。

第五十四條：包裝及搬運

本公司工作人員應買受人要求代爲包裝及處理購買的拍賣品，僅應視爲本公司對買受人提供的服務，本公司可酌情決定是否提供此項服務，若因此發生任何損失均由買受人自負。在任何情況下，本公司對因任何原因造成的玻璃或框架、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的損壞不負責任。此外，對於本公司向買受人推薦的包裝公司及裝運公司所造成的一切錯誤、遺漏、損壞或滅失，本公司亦不承擔責任。

第五十五條：拍賣品出境

根據《中華人民共和國文物保護法》及其他法律、法規規定，限制帶出中華人民共和國國境的拍賣品，本公司將在拍賣品圖錄或拍賣會現場予以說明。根據《中華人民共和國文物保護法》及其他法律、法規規定，允許帶出中華人民共和國國境的拍賣品，買受人應根據國家有關規定自行辦理出境手續。

第五十六條：未付款之補救方法

若買受人未能按照本規則第四十九條規定的時間足額付款，本公司有權采取以下之一種或多種措施：

- （一）競買人購得拍賣品後，若未按照規定時間繳付購買價款，保證金不予退還。同時還應按照本規則規定承擔相應責任；
- （二）拍賣成交後，如買受人未按本規則第四十九條的規定向本公司付清全部購買價款，本公司有權將買受人全部或部分資料、信息提供給與本公司有合作關係的第三方機構，委托該機構代爲向買受人催要欠付的全部或部分購買價款；
- （三）在拍賣成交日起七日後，如買受人仍未足額支付購買價款，本公司則自拍賣成交日後第八日起就買受人未付款部分按照日息萬分之三收取利息，直至買受人付清全部款項之日止，買受人與本公司另有協議者除外；
- （四）對買受人提起訴訟，要求賠償本公司因其違約造成的一切損失，包括因買受人遲付或拒付款項造成的利息損失；
- （五）留置本公司向同一買受人拍賣的該件或任何其他拍賣品，以及因任何原因由本公司占有該買受人的任何其他財產或財產權利，留置期間發生的一切費用及／或風險均由買受人承擔。若買受人未能在本公司指定時間內履行其全部相關義務，則本公司有權根據中華人民共和國相關法律法規之規定處分留置物。處分留置物所得不足抵償買受人應付本公司全部款項的，本公司有權另行追索；
- （六）拍賣成交日起 60 日後，如買受人仍未向本公司付清全部購買價款的，本公司有權撤銷或同意委托人撤銷在同一或任何其他拍賣中向同一買受人售出的該件或任何其他拍賣品的交易，並保留追索因撤銷該筆或任何其他交易致使本公司所蒙受全部損失的權利；
- （七）經征得委托人同意，本公司可按照本規則規定再行拍賣或以其他方式出售該拍賣品。原買受人除應當支付第一次拍賣中買受人及委托人應當支付的酬金／傭金及其他各項費用並承擔再次拍賣或以其他方式出售該拍賣品所有費用外，若再行拍賣或以其他方式出售該拍賣品所得的價款低于原拍賣價款的，原買受人應當補足差額。

第五十七條：延期領取拍賣品之補救方法

若買受人未能按照本規則第四十九條規定的時間領取其購得的拍賣品，則本公司有權采取以下之一種或多種措施：
（一）將該拍賣品儲存在本公司或其他地方，由此發生的一切費用及／或風險均由買受人承擔。在買受人如數支付全部購買價款後，方可領取拍賣品（包裝及搬運等費用自負）；
（二）對該拍賣品行使留置權，若買受人延遲領取該拍賣品超過三十日時，本公司有權視具體情況以公開拍賣或以其他方式本公司認爲合適的方式及條件出售該拍賣品，處置所得在扣除本公司墊付的保管費、保險費、搬運費、公證費及本公司因處置該拍賣品而產生之全部費用後，若有余款，則余款由委托人自行取回。

第四章 其他

第五十八條：保密責任

本公司有義務爲委托人、競買人及買受人保守秘密，並根據中華人民共和國法律和本規則維護委托人、競買人、買受人和本公司的正當權益不受侵害。

第五十九條：鑒定權

本公司認爲需要時，可以對拍賣品進行鑒定。鑒定結論與委托拍賣合同載明的拍賣品的狀況不符的，本公司有權變更或者解除委托拍賣合同。

第六十條：著作權

本公司有權自行對委托人委托本公司拍賣的任何物品制作照片、圖示、圖錄或其他形式的影像制品，並依法享有上述照片、圖示、圖錄或其他形式的影像制品的著作權，有權對其依法加以使用。

第六十一條：免除責任

本公司作爲委托人的代理人，對委托人或買受人的任何違約行爲不承擔責任。

第六十二條：通知

競買人及委托人均應將其固定有效的通訊聯絡地址和聯絡方式告知本公司，若有改變，應立即書面告知本公司。本規則中所提及之通知，僅指以信函或傳真形式發出的書面通知。如以郵遞方式發出，一旦本公司將通知交付郵遞部門，則視爲本公司已發出該通知，同時應視爲收件人已按正常郵遞程序收到該通知。如以傳真方式發出，則傳真發送當日爲收件人收到該通知日期。

第六十三條：可分割性

如本規則之任何條款或部分因任何理由被有權機構認定爲無效、不合法或不可強制執行，本規則其他條款或部分仍然有效，相關各方必須遵守、執行。

第六十四條：爭議解決

因依照本規則參加本公司拍賣活動而發生的任何爭議，相關各方應向中國法院提起訴訟或提請中國仲裁機構予以仲裁。解決該等爭議的准據法應爲中華人民共和國法律。

第六十五條：語言文本

本規則以中文寫就，英文文本僅供參考。中文文本如與英文文本有任何不一致之處，以中文文本爲准。

第六十六條：規則版權所有

本規則由本公司依法制訂和修改，相應版權歸本公司所有。未經本公司事先書面許可，任何人不得以任何方式或手段，利用本規則獲取商業利益，亦不得對本規則之任何部分進行復制、傳送或儲存于可檢索系統中。

第六十七條：單數詞語與復數詞語

在本規則條款中，根據上下文義，單數詞語亦包括復數詞語，反之亦然。

第六十八條：修改權

本規則的修改權屬於本公司，本公司有權根據實際情況隨時對本規則依法進行修改，並且本規則自修改之日起自動適用修改後的版本。本規則如有修改，本公司將及時依法以本公司認爲合適的方式公示，請相關各方自行注意，本公司有權不予另行單獨通知。

第六十九條：文本適用

除非經本公司另行同意，本規則第六條中所述之委托拍賣合同及第二十五條中所述之撤銷交易通知等相關文本均適用本公司制定的文本。本公司制定的該等相關文本與本規則共同構成一個不可分割之組成整體。

第七十條：施行時間

本規則于 2005 年 2 月 1 日起施行。

第七十一條：解釋權

本規則的解釋權屬於中國嘉德廣州國際拍賣有限公司。

CONDITIONS OF BUSINESS

Chapter I General Provisions

Article 1 Governing Law

This Conditions of Business (hereinafter referred to as the "Conditions") are made in accordance with the Auction Law of People's Republic of China, other relevant laws, regulations and the Articles of Association of the Company with reference to international general practices.

Article 2 Definitions and Interpretation

The terms used in these conditions shall have the following meanings:

- (1) "We/Us/Our/Company" means Guangzhou Guardian Auctions Co., Ltd..
- (2) "the Bidder" means a natural person, legal person or any other organization that has full capacity of civil rights to bid at auction according to provisions of Chinese laws and has gone through necessary formalities. In case there is any provision with respect to conditions of sale or qualification of Bidder, the Bidder shall satisfy these requirements. In this Conditions, the Bidder shall include any of its agents unless otherwise provided thereunder or in a particular context.
- (3) "the Buyer" means the person with the highest bid accepted by the auctioneer.
- (4) "the Seller" means a natural person, legal person or any other organization who consigns Lot to us for auction in accordance with this Conditions. In this Conditions, the Seller shall include any of its agents unless otherwise provided thereunder or in a particular context.
- (5) "Lot" means any item(s) deposited with us for sale at auction and, in particular, the item or items described against any lot number in any catalogue.
- (6) "Auction Date" means the published date on which the auction will formally begin. In the case of any discrepancy between the actual date of auction and the published date, the actual date of auction shall prevail.
- (7) "Sale Date" means the date on which the auctioneer confirms the sale of any lot in the auction by striking his hammer or in any other public manners.
- (8) "Hammer Price" means the amount of the highest bid accepted by the auctioneer in relation to a Lot.
- (9) "Proceeds of Sale" means the net amount owed to the Seller of Hammer Prices less commission pro rata, all expenses and other amount owed to us by the Seller.
- (10) "Purchase Price" means the total amount payable by Buyer for its bid, including Hammer Price, commission and other expenses payable by Buyer as well as the charges caused by Buyer's defaults.
- (11) "Expenses" means charges and expenses including but not limited to expenses with respect to Lot insurance, catalogue and other advertisement, package, transportation and storage and any other expenses pursuant to relevant laws, regulations and provisions hereof.
- (12) "Reserve" means the price below, which we agree with the Seller in writing that the Lot cannot be sold.
- (13) "Reference Price" means the price of the Lot provided in the catalogue or other descriptive materials and estimated prior to the Auction. Subject to possible changes from time to time, the Reference Price can not be deemed as the fixed sale price.

Article 3 Enurement

We organize auction pursuant to Chinese laws, regulations and policies. This Conditions shall enure to the benefit of and be binding upon the Seller, Bidder, Buyer and any other concerned parties participating in our auction in relation to arts,

crafts and other cultural relics.

Article 4 Special Notice

We generally represent the Seller during the auction. When the auctioneer confirms the highest bid by striking his hammer or in any other public manners, the Bidder with the highest bid shall be the Buyer of the Lot and the sale contract concerning the Lot between the Seller and the Buyer shall come into effect immediately. Any legal effect accrued thereupon shall be born by the Seller and the Buyer respectively. These conditions are the terms on which we contract, as the Auctioneer, with the Seller and with the Buyer as well as the terms on which the Seller and the Buyer conclude a contract concerning the Lot. Therefore, any Seller, Bidder, Buyer and other concerned parties participating in the auction should read the Conditions carefully and conform to the provisions hereof. All parties shall be liable for its own actions at auction and any loss caused by failure to read the Conditions carefully.

Article 5 Exclusion of Liability

We shall undertake no guarantee for the authenticity and/or quality of any Lot.

The Bidder and/or its agent shall bear the responsibility of carrying out its own inspection and investigations as to the nature of the Lot and shall be liable for its bid.

Chapter II Conditions Mainly Concerning the Seller

Article 6 Consignment Procedures

When arranging for consignment, the Seller shall hold a valid identity card or passport or other certificates approved by the Chinese government in the case of the seller being a natural person. A valid certificate of registration, ID of legal representative or other legal authorization documents is required in the case of the seller being a legal entity or other organization, and sign a consignment contract with us.

When the Seller arranges for consignment, we shall be automatically authorized to make pictures, illustrations, catalogue, or other video images of the Lot.

Article 7 The Seller's Agent

When arranging for consignment, the Seller's Agent shall submit to us a relevant authorization letter and hold a valid identity card or passport or other certificates approved by the Chinese government in the case of a natural person. A valid certificate of registration, ID of legal representative or other legal authorization documents is required in the case of a legal person or other organization.

We reserve the right to examine and amend the above arrangement in any manner we consider reasonable.

Article 8 The Seller's Warranties

The Seller hereby makes irrevocable warranties as follows to us and the Buyer with respect to the consigned Lot:

- (1) the Seller has exclusive and absolute ownership and legal right to dispose of the Lot. Without prejudice to any legal interest (including copyright) of any third party, the auction of the Lot shall not violate any relevant law and regulation;
- (2) the Seller has, to the best of its knowledge, made full and complete disclosure and described to us with respect to the origin and any flaw or defect of the Lot without any concealment and fabrication; and
- (3) the Seller shall indemnify and hold us and/or the Buyer from and against any claims, losses and damages or actions incurred or brought by the actual owner or any third

party who claims to be the actual owner of the Lot and all expenses and costs incurred in connection therewith arising out of or in any way attributable to any breach of the above warranties.

Article 9 Reserve

All Lots are offered subject to a Reserve, unless otherwise agreed by the Seller and us. The Reserve shall be determined by the Seller and us in writing and no modification or amendment of the Reserve shall be binding upon the parties unless subject to prior written consent of the other party. In no circumstances, shall we accept any liability for failure in sale due to bidding lower than the Reserve at the auction.

Article 10 Our Discretion

We may decide the followings at our absolute discretion:

- (1) explanation and appraisal of any Lot made by the catalogue of Lot and/or news media and/or in other ways;
- (2) adoption of expert's opinion;
- (3) the arrangement of the order, location, page size of illustration of the Lot in Catalogue and relevant expenses incurred therefore; specific means of exhibition/display of the Lot and all relevant arrangement and expenses incurred therefore.
- (4) Unless otherwise agreed by the Seller and us, we shall at our own discretion decide on whether the Lot is appropriate to be auctioned by us as well as the place of auction, the date of auction, the conditions of auction and the way of auction.

Article 11 Unauctionable Lot

After the Seller has signed the sales contract with and delivered the Lot to us, if for any reason we believe that the Lot is not suitable for auction, the seller must collect the Lot within 30 days from the date of our notice being dispatched (fees for the packaging and handling shall be paid by the seller), the contract between the seller and us will cease on the date the seller collects the Lot. If during the abovementioned period the seller fails to collect the Lot, the contract will be automatically ended. If within seven days after the ceasing of the contract, the seller does not collect the Lot, the Company reserves the right to sale the Lot by means of public auction or in other ways and conditions we consider proper. If we succeed in selling the Lot, the sales proceeds will be paid to the seller, less reasonable handling expenses.

Article 12 Suspension of Auction

We may suspend any auction at any time under any one of the following situations:

- (1) we have objection to the ownership and authenticity of the Lot;
- (2) any third party has objection to the ownership and authenticity of the Lot with undertakings to provide relevant evidence, make security pursuant to our provisions and take all legal responsibilities for all legal repercussions and losses due to suspension of auction;
- (3) we have objection to the explanation of the Seller or the accuracy regarding the Seller's warranty provided in Article 8;
- (4) we have any evidence to prove the Seller has already violated or is to violate any term of this Conditions; and
- (5) any other reasonable causes.

Article 13 Withdrawal of Lots by Seller

The Seller may withdraw the Lot at any time prior to the Auction Date subject to our consent and a written notice stating the reasons. In the case that the catalogue or any other advertisements of the Lot have begun to print upon the Seller's

withdrawal, the Seller shall pay an amount equal to 20% of the insured value of the Lot and other Expenses in connection therewith. In the case that the catalogue or other advertisement has not been printed, the Seller shall pay an amount equal to 10% of the insured value and other related Expenses. No dispute or claim arising out of the Seller's withdrawal shall be born by auctioneer.

Article 14 Insured Automatically

Unless otherwise instructed by the Seller in writing, all the Lots will be automatically covered under the insurance of our company as soon as the Seller signs the consignment contract with us and delivers the Lot to us. The insured value shall be based on the Reserve agreed by the Seller and us in the consignment contract (if no Reserve, the insured value is the one agreed by both parties; if the Reserve is adjusted, the insured value shall be the original Reserve). The insured value is only subject to insurance and claim other than our warranty or security for the value of the Lot and the Hammer Price of the Lot.

Article 15 Insurance Premium

Unless otherwise agreed by the Seller and us, the Seller shall pay the insurance premium equal to 1% of the Hammer Price of the Lot after sale. In the case that the Lot fails to sell, the insurance fee payable by the Seller shall be 1% of the Reserve.

Article 16 Insurance Period

In the case that the auction of the Lot succeeds, the insurance period shall terminate on the earlier of expiry of seven days after Sale Date and the date when the Buyer collects the Lot. In the case that the auction fails, the insurance period shall terminate upon the expiry of seven days after the Seller has received our notice to take back the Lot.

Article 17 Insurance by Seller

In the event that the Seller notifies us not to arrange insurance for the Lot in writing, it shall undertake to bear all the risks and the following liabilities (unless otherwise judged by court or arbitration commission):

- (1) to indemnify us from and against any claims or actions incurred or brought by any third party with respect to the losses or damages of the Lot;
- (2) to hold us and/or any other parties from and against any losses and expenses in relation to the damages and/or losses of the Lot caused by any reason; and
- (3) to notify the terms of indemnity hereunder to any insurer of the Lot.

Article 18 Uninsured

We will not be liable for the damages or losses of the Lot caused by natural wear, inherent flaws, inherent or potential defects, inherent material changes, self-combustion, self-warming, oxidation, rust, leakage, rat-bite, woodworm, changes in atmospheric (climate, temperature or humidity) conditions, changes in normal water level, or other reasons of natural changes and caused by earthquake, tsunami, war, actions similar to war, hostile actions, armed conflicts, terrorism, rebellion, coup, strike, riots, or nuclear fission, nuclear fusion, nuclear weapon, nuclear radiation, or radioactive pollution. We will also not take responsibility for any damages to or any losses of frames, glass, drawer, bottom mat, trestle, mounting, insert pages, roller or other similar accessories caused by any reason.

Article 19 Insurance Indemnity

Any damages or losses of the Lot caused by incidents or disasters covered by insurance we purchased for the Lot shall

be handled in accordance with Chinese laws and regulations regarding insurance. We shall pay insurance indemnities less all expenses incurred by us (except commissions) to the Seller after we obtain such indemnities from insurance company.

Article 20 Non-Bidding

The Seller shall not bid for the Lot consigned to us by itself, nor authorize any other person to bid on its behalf. The Seller shall be liable for and indemnify us for any losses and damages caused by violation of this provision.

Article 21 Commission and Expenses

Unless otherwise agreed upon by the Seller and us, the Seller shall authorize us to deduct 10% of the Hammer Price as commission and any other Expenses from the Hammer Price. Nevertheless we act as the agent of the Seller, the Seller agree that we may be entitled to the Buyer's remuneration and other Expenses payable by the Buyer in accordance with provisions in Article 48 hereof.

Article 22 Service Fee for Unsold Lot

In the case that the auction of the Lot fails due to bidding lower than the Reserve, the Seller shall authorize us to charge the Seller a service fee of unsuccessful auction equal to 3% of the Reserve and other expenses payable by the Seller.

Article 23 Payment Proceeds of Sale

In the case that the Buyer makes full payment to us in accordance with provisions in Article 48 hereof, we shall pay the Proceeds of Sale to the Seller in RMB after 35 days since the Sale Date.

Article 24 Deferred Payment

In case we do not receive the full payment from the Buyer upon the expiry of payment period under Article 49 hereof, we will pay the Sale Proceeds to the Seller within seven business days (meanwhile such payment should be made after 35 days of Sale Date as well) after receipt of such full payment from the Buyer.

Article 25 cancellation

In the event that the Buyer not making full payment to us within 60 days from Sale Date, the Seller is authorized to cancel the transaction after giving us a notice in writing and receiving prior approval from us. A cancellation notice is to be dispatched to the Buyer within 7 working days after such decision approving the cancellation is made by the Company. In the event that the Buyer make full payment and/or finish collect procedure before the service of the cancellation notice of the Seller to the Company, such notice should be deemed to be terminated automatically, and the transaction is to be carried out in accordance with regulations stipulated in Article 24, on which the Seller should cooperate with the Company and under no circumstance to raise any objection. In the event that the Seller cancel the transaction, the Seller must collect the Lot within 30 days from the date of our notice being dispatched (fees for the packaging and handling shall be paid by the seller). In the event the Lot is not been collected within the above period, the Company is authorized to sell the Lot by means of auction or in other ways under the conditions the Company consider appropriate. The Seller holds responsibility to collect the amount net of expenses incurred by the Company.

Article 26 Taxes

The Seller shall be solely responsible for paying any tax imposed on its Sale Proceeds in accordance with the relevant law.

Article 27 Assistance in Collecting Deferred Payments

In the event the Buyer fails to make full payment to us within

seven days of the Sale Date, we are entitled to recover the remuneration and other Expenses payable by the Buyer in accordance with provisions in Article 56 hereof and to take necessary measures to assist the Seller in collecting deferred payments upon the Seller's request as soon as practicable. However, we shall have no obligation to sue the Buyer on behalf of the Seller in any circumstances.

Article 28 Our Discretion

We may determine the following matters, as the case maybe, upon authorization of the Seller (at the Seller's expense):

- (1) to agree special terms on how to make the payment of Purchase Price;
- (2) to remove, store and arrange insurance for sold Lot;
- (3) to settle claims brought by the Buyer or the Seller in accordance with relevant terms and conditions hereof;
- (4) take other necessary steps to collect the deferred payment by the Buyer to the Seller.

Article 29 Unsold Lot

In the event that the Lot is not sold in its first offering, the Seller shall take back the Lot within 30 days after receipt of our notice (packing and shipping at the Seller's own expense) and pay us fees for failed auction and all other expenses. If the Seller fails to do so, we reserve the right to resell the Lot by public auction or in other ways under the conditions we consider appropriate and pay to the Seller the Sale Proceeds, after having deducted the all agreed upon fees and other expenses accrued in the first auction and all costs incur in the resale of the Lot.

Article 30 Risks and losses

The Seller shall take liability for any risk and /or loss occurred after the period mentioned above in case of failure in taking back the Lot in such period. In the case that the Seller requires us to assist in returning the Lot, the Seller shall be liable for all risks and/or all losses, bear all the expenses. Generally, we are not responsible for arrangement of transportation insurance unless the Seller specifically instructs us to do so and bears the insurance premium.

Chapter III Conditions Mainly Concerning the Bidder and the Buyer

Article 31 Catalogue of Lot

At the auction, we will prepare a catalogue to introduce the status of the Lot with words and/or pictures for the convenience of Bidders and Sellers. The words, Reference Price, pictures of the catalogue and other images and advertisements are only reference for Bidders and are subject to revision before auction. We provide no guarantee for the authenticity, value, tone, quality and flaw or defect of any Lot.

Article 32 Uncertainty of Catalogue

In case that the tone, color, graduation and shape shown in catalogue and/or any other illustrations, images and advertisements differ from those of the original of the Lot due to print, photograph and other technical reasons, the original shall apply.

Any statement and appraisal in any ways (including but not limited to the certificate, catalogue, slide show, news media) of any Lot made by us and our employees or their agents are only for reference and should not relied on as any guarantee for the Lot. We and our employees or its agents shall undertake no liability for any inaccuracy and omission in the statements and appraisal mentioned above.

Article 33 Inspection by Bidders

We shall undertake no guarantee for the authenticity and/or quality of the Lot. Bidder and/or its agents shall inspect and investigate the actual status regarding the Lot and take liability for its bidding.

We strongly advise the Bidders to inspect personally the original Lot they intend to bid by identification or other methods before Auction Date. Bidders shall judge whether the Lot according with its description by themselves other than relying on our catalogue and other images and advertisements of the Lot.

Article 34 Registration of Bidders

The Bidder shall register and receive bidding number before the Auction Date with a valid identity card, or passport or other certificates approved by the People's Republic of China in the case of a natural person, or a valid certificate of registration, ID of legal representative or other legal authorization certificates in the case of a legal entity or other organization, otherwise it will not be deemed as a legal Bidder.

Article 35 Deposit

We will charge a deposit before the Bidder receives bidding number. The amount of deposit will be announced before Auction Date. We will refund all the deposit mentioned above with no interest to the Bidder within five business days after auction in case it fails in auction. In the event that the Bidder succeeds at auction, the deposit will be taken as part of Purchase Price payable by the Buyer and the balance (if any) will be refunded at collection.

Article 36 Our Option

We may forbid any one from participating in auction, admission to the premises or taking a picture, making sound recording or making a video recording during auction, as the case maybe.

Article 37 Abnormal Events

In case of any abnormal events, we may take necessary actions as the case maybe. In the case that any dispute arises at auction, we may have rights to mediate and settle.

Article 38 Bidding as Principal

Any person who bids shall be deemed as principal, unless the Bidder represents to us a written certificate showing that it is the agent of a principal and subject to our approval in written before Auction Date.

Article 39 Commission Bids

The Bidder shall attend the auction personally; otherwise it may give us a commission in writing to bid on its behalf. We shall have the right to but no obligation to accept such commission.

Article 40 Procedures of Commission Bids

The Bidder who intends to give us a commission to bid on its behalf shall present us with a written authorization certificate and hand in a deposit in accordance with the provisions in Article 35 hereof within certain period (not later than 24 hours before Auction Date).

Article 41 Cancellation of Commission Bids

The Bidder who entrusted us to bid on its behalf shall inform us the cancellation in writing not later than 24 hours before Auction Date.

Article 42 Non-liability of Commission Bids

Since we charge no fee for bidding on behalf of the Bidder in the case that the Bidder can not attend the auction personally,

we and our employees shall not be liable for any failure in bidding or any negligence or fault in the commission bids. Bidders shall attend the auction in person to assure the success of bidding.

Article 43 Principle of Priority

In the event that two or more Bidders entrust us to bid on their behalf for the same Lot and succeed in the same commission price, the Bidder whose authorization certificate was first received by us shall be the Buyer of the Lot.

Article 44 Auctioneer's Discretion

The auctioneer is entitled to represent us to increase or decrease the bidding ladder, refuse any bidding, or restart auction in case any dispute arises.

Article 45 Screen of Video Images

At some auctions, there will be a video screen or other screens in operation for the convenience of Bidders, which is only for reference. However, there are maybe errors in amounts, numbers or pictures of the Lot, or foreign exchange rate on the screen. We shall not be liable for any losses and damages caused by such errors.

Article 46 Successful Bid

When the highest bidding is confirmed by striking the auctioneer's hammer or in other public manners, the Bidder with the highest bidding succeeds in the bid and the sale contract of the Lot between the Buyer and the Seller is concluded.

Article 47 Auction Record

We will prepare a written record with respect to the auction signed by the auctioneer and the recorder.

At the auction, the Buyer shall sign the written record showing the successful bid after the highest bid is confirmed by striking the auctioneer's hammer or in other public manner.

Article 48 Remuneration and Expenses

The Bidder will be deemed as the Buyer of the Lot after succeeding in bidding and shall pay us a remuneration equal to 10% of Hammer Price and other Expenses and acknowledge that we are entitled to charge commission and other costs payable by the Seller in accordance with Article 21 hereof.

Article 49 Payment

The Buyer shall make full payments in a lump sum and collect the Lot (package and transportation at the Buyer's expense) within seven days after the Sale Date; otherwise, the Buyer shall be liable for breach of contract.

Article 50 Currency

All payments shall be made in the currency designated by us. In the event that the Buyer make payments in currency other than the designated one, the currency shall be converted at the rate agreed upon by the Buyer and us or at the rate announced by People's Bank of China one (1) business day prior to the payment. The Buyer shall reimburse us for any bank charges, commission and other expenses for converting the currency into RMB.

Article 51 Passing of Title

The Buyer will acquire ownership of the Lot after having paid full Purchase Price.

Article 52 Transfer of Risks

After a successful bid, any Lot purchased shall be entirely at

Buyer's risk as early as one of the following appears:

- (1) the Buyer collects the Lot purchased; or
- (2) the Buyer pays to us full Purchase Price for the Lot; or
- (3) expiry of seven days after Sale Date.

Article 53 Collection

The Buyer shall collect the purchased Lot no later than seven days after Sale Date. In case of failure to do so, the Buyer shall be solely responsible for all risks and losses of the Lot and bear all expenses for transportation, storage and insurance in connection therewith due to delay. Nevertheless the Lot is still preserved by us or any other agents, we and our employees or its agents shall not be liable for any losses and damages of the Lot caused by any reason.

Article 54 Package and Transportation

We may arrange packing and handling of the purchased Lot on behalf of the Buyer as the case maybe on its request and the Buyer shall be liable for any loss arising thereupon. In no circumstances shall we take any liability for any damages or losses of glass, frames, drawer, bottom mat, trestle, mounting, insert pages, roller or other similar accessories arising out of any reason. In addition, we shall undertake no liability for any fault, omissions, damages and losses caused by the packers or carriers we recommended.

Article 55 Export of Lot

We will make explanation in the catalogue or at the auction to the Lot prohibited to be exported pursuant to the Protection Law of Cultural Relic of the People's Republic of China and other relevant laws and regulations.

The Buyer shall be responsible for applying for export license in accordance with Chinese laws for the Lot permitted to be exported pursuant to the Protection Law of Cultural Relic of the People's Republic of China and other relevant laws and regulations.

Article 56 Remedies for Non-payment

In the case that the Buyer fails to make full payment within the period provided in Article 49 hereof, we shall be entitled to exercise one or more of the following remedies:

- (1) not to refund the deposit if the Buyer fails to make full payment within the stipulated period and the Buyer shall undertake any liability may occur in accordance with this Conditions;
- (2) If following a successful bid the Buyer fails to pay us the purchase price in full according to Article 49 of these Conditions of Business, we shall have the right to provide all or part of the data or information about the Buyer to any third party in cooperation with us for purposes of entrusting such third party to collect all or part of the default payment from the Buyer;
- (3) charge the Buyer an interest at a rate of three ten-thousandth per day on the due and unpaid amount until such payment is made fully, to the extent it remains unpaid fully for more than seven days after Sale Date, unless otherwise agreed by the Buyer and us;
- (4) commence lawsuit proceedings against the Buyer for any damages caused by the Buyer's breach of contract, including but not limited to the losses of interest on deferred or unpaid payment by the Buyer.
- (5) exercise a lien on the purchased Lot or other properties of the Buyer which may be in our possession for any reason. The Buyer is responsible for all expenses or risks occurred during the period of lien. In case the Buyer fails to per-

form all relevant obligations hereunder within the period we designated, we shall have the right to dispose of such property in accordance with relevant laws and regulations. In case the proceeds cannot cover the amount outstanding, we are entitled to claim for the balance;

- (6) in the event that the Buyer not making full payment to us within 60 days from Sale Date, to cancel or approve the Seller to cancel the sale of the Lot and/or other Lots sold to the same Buyer at this auction or any other auctions and reserve the right to claim for any losses caused by such cancellation.
- (7) carry out a re-sale of the Lot by public auction or other ways according to this Conditions subject to the consent of the Seller. The original Buyer shall be liable to the Seller for the remuneration/commission and other Expenses occurred at such auction as well as all Expenses for re-sale by public auctions or other ways. In addition, the original Buyer shall also be liable for the difference, if the Purchase Price actually received by the Seller for re-sale by public auctions or other ways of such Lot is lower than the original Purchase Price that would have been receivable hereunder had the Buyer made the full payments.

Article 57 Remedies for Deferred Collection

In case the Buyer fails to collect the purchased Lot within the period provided in Article 49 hereof, we shall be entitled to exercise one or more of the following remedies:

- (1) arrange storage of the Lot at our company or any other places at Buyer's risk and expense. The Buyer shall not collect the Lot unless the full Purchase Price is paid (package and transportation at the Buyer's expense);
- (2) exercise a lien on the purchased Lot. After 30 days from the delayed collection by the Buyer, we may, as the case maybe, dispose of such Lot in accordance with relevant laws and regulations and apply the proceeds to compensate for the amount outstanding owed to us including but not limited to fees of storage, insurance and transportation.

Chapter IV Miscellaneous

Article 58 Confidentiality

We shall be obligated to maintain the confidentiality of any information provided to us, and indemnify all legal rights of Seller, Bidder, Buyer and our company against any damages according to the relevant laws and regulations of the People's Republic of China.

Article 59 Identification

We may identify the Lot if necessary, as the case maybe, at our own discretion. In case of any discrepancy with respect to the status of such Lot between the identification and the consignment contract, we shall be entitled to modify or rescind the consignment contract.

Article 60 Copyright

We shall be entitled to take photographs, make illustrations, catalogue or other images relating to the Lot consigned to us for auction and shall have the copyright for such photographs, illustrations, catalogue or other images mentioned above.

Article 61 Exemption

We, acting as agent of the Seller, shall undertake no liability for any breach of contract by the Buyer or the Seller.

Article 62 Notice in Written

Both the Bidder and Seller shall notify us their valid and regular communications and address. No change in any of the

particulars will be effective until it has been notified in writing as soon as possible. All notices referred in this agreement shall be in writing and shall be delivered by post or transmitted by fax. A notice sent by post shall be deemed to have been sent on the date we give it to post office and received by the addressee via normal mail service. A notice sent by fax, shall be deemed to be received on the date when it is faxed.

Article 63 Severability

If any provision or part of this Conditions is deemed invalid, unlawful or unenforceable by a competent agency, this Conditions shall be ineffective to the extent of such unlawfulness or unenforceability without invalidating or affecting the validity or enforceability of the remaining provisions of this Conditions.

Article 64 Settlement of Disputes

If any dispute arises from participation in the auction pursuant to this Conditions, all concerned parties shall submit such dispute to a Chinese court or a Chinese arbitration commission for arbitration unless the Parties have agreed otherwise. Such dispute shall be governed by Chinese laws.

Article 65 Language

This Conditions is written in Chinese and English. The English version is only for reference. In case of any discrepancy between the Chinese version and English version, the Chinese, as the official version, shall prevail.

Article 66 Copyright of this Conditions

This Conditions is made and amended in accordance with Chinese laws and we shall have its copyright accordingly. Without our prior written consent, no party shall use this Conditions for commercial purpose in any way or manner and shall not copy, transmit, or store any part hereof into a searchable system.

Article 67 Singular and Plural

In the provisions of this Conditions, the singular includes the plural and vice versa where the context requires.

Article 68 Right to alternation

The Company reserves right to make any alternation to this Condition at its sole discretion at any time the Company considers proper. The altered version is valid and become automatically effective on the date it is altered and is to be published in the way the Company considers proper. Any party involved need to pay attention to any such alternation of this Condition and the Company should be on no conditions to be liable to any separate notice.

Article 69 formatted text

Unless otherwise agreed by the Company, the consignment auction contract mentioned in Article 6 of this Condition and the cancellation notice mentioned in Article 25 should be in the forms provided by the Company. Such forms provided by the Company consists a whole part together with this Condition.

Article 70 Date of Effectiveness

This Conditions of Business takes effect on February 1, 2005.

Article 71 Right to Interpret

We have the right to interpret this Conditions at our own discretion.

觀賞石簡介

奇石，亦稱觀賞石，它以奇特的造型，美麗的花紋，細膩的質地，多變的色彩爲人們所喜愛。

參與此次博覽會奇石拍賣的，主要有下列幾個品種。

1、蠟石(廣東)

是傳統觀賞石中質地最爲堅硬致密的石種，細膩如脂，色澤富貴，可與田黃相頡頏，是廣東賞玩歷史最爲悠久，最爲人們喜愛的觀賞石。著名的佛山梁園十二石齋的十二件奇石，就是黃蠟石。

2、大化彩玉石(廣西)

它色彩十分艷麗，質地光鮮，紋理秀美，寶氣十足，是目前藏家的首選石種，現珍藏于柳州中華園內的大化彩玉石《燭龍》就是一件曠世稀珍。

3、摩爾石(廣西)

因爲其造型抽象，綫、點、塊、面自然流暢，顏色純淨統一，酷似英國雕塑家摩爾的作品而被賦予其名，其經典之作《？！》，堪稱此石種的頂級精品。

4、孔雀石(廣東)

屬礦物品體觀賞石，它有着如同孔雀羽毛般無比艷麗的色彩，幻光、幻色的閃耀，并呈現葡萄狀、鐘乳狀、腎球狀等奇異的形體聞名石界，由于資源的短缺，更顯珍貴。是陽春市的“市石”。

5、都安石(廣西)

其質地、顏色近似于大化石，但其形態奇偉多變，氣勢飄逸飛升，綫條流暢典雅，尤以大、中件形、質、神俱佳者爲珍，可稱爲觀賞石中大器之作。參加此次拍賣的《優雅》，則是此石種中的極品。

6、靈璧石(安徽)

位列中國四大名石之首，是傳統觀賞石類中以最爲堅硬、形態多變，色澤如墨著稱。其賞玩歷史悠久。早在商代，就以其制作爲“磬”而舞樂于宮，擊之聲音清脆，古稱爲“磬石”。

7、九龍壁(福建)

是我國四大著名玉石之一，其石質堅韌，造型奇特，肌理富于變化，紋路秀美，色彩絢麗，是漳州市的“市石”，亦是中國十大國石之一。

8、戈壁石(內蒙、新疆)

是近年國內賞石界異軍突起的一個品種，包括有沙漠漆、風凌石、葡萄瑪瑙及各個品種。其造型抽象，小巧玲瓏，石質如玉，收藏界廣泛認同，尤其是葡萄瑪瑙，其資源已枯竭，故尤顯珍貴。

9、彩陶石(廣西)

石肌如同陶瓷釉面，色彩綠、黃、黑、灰，石體多呈平臺、崖岩狀，現已絕迹。尤其是以色彩翠綠色或雙色鴛鴦石爲貴。是藏家珍藏的稀有石種。

10、太湖石(江蘇)

產于太湖地區，屬石灰岩觀賞石。分爲水石，旱石兩種，以質地、形態取勝。傳統賞石“四字訣”——瘦、透、漏、皺，主要是用于對太湖石的鑒別。江南四大名石——冠雲峰、瑞雲峰、玉玲瓏、皺雲峰，除皺雲峰爲廣東英石外，其余均爲太湖石。

11、英石(廣東)

亦屬傳統觀賞石類。以瘦、透、漏、皺爲鑒別優劣的標準，重于雲頭雨腳，空靈奇巧，是中國四大名石之一。

12、烏江石(貴州)

由于其產于水流湍急的河流中，故石表異常光潔潤滑，顏色純淨泛青，紋斑多變，有一股清新典雅的高貴氣質。

13、三江石(廣西)

以石質細密堅硬、色彩艷麗豐富爲最，尤以紅卵、紫卵最是出色。色彩清純，艷而不俗，質地堅而不脆。潤滑感、水洗度極高，頗具頑拙之美。

此外，尚有水衝石、昆石、黃河石、三峽石、硅化木、菊花石等，就不一一介紹了。

BID ORDER

2006 年 5 月 1 日
May. 1, 2006

Address

Date _____

戶名：中國嘉德廣州國際拍賣有限公司 帳號：3602073019200123231 開戶行：廣州市工行天平架支行

填寫此授權書時，須填寫所有項目，包括圖號、拍賣品名稱、出價等，否則無效。如兩個或兩個以上委托人以相同委托價對同一拍賣品競買成功，則本公司最先收到授權委托書者為該拍賣品的買受人。如果委托人以電話方式委托本公司競買，請用信件或傳真確認。

[illegible]

* 此表可復印使用



1

1 金蟾送寶

周身的皮膚疙疙瘩瘩，斑疣突皺，氣定神閑地閉目而蹲，心滿意足地打了個呵欠，不經意間却露出了嘴裏銜着的串串金錢。富含變化的戈壁石，肌理結構將金蟾的皮膚皺折，勾勒得清晰到位，而黃白相間的戈壁石，將蟾的腹背渲染得金光燦爛。金蟾送寶的命名，順理成章。

石種：戈壁石

尺寸：26 × 21 × 22 cm

RMB: 20,000-40,000



2

2 犬神哮天

這是一只神獸——出關的神獸，奔馳如虎！優雅中透着不馴，矯健中透着力量。

它勇猛而無畏，機警而忠誠；它是鐵鑄石雕之身軀，更有威鎮群獸之雄風。

犬神哮天，聲動九霄。

石種：來賓石

尺寸：56 × 48 × 20 cm

RMB: 1,000-1,500