-17<sup>TH</sup> OF JANUARY 2017-FROM 2PM TO 3:30PM



# Wine o'clock No. 100 ROOSTER YEAR 2017



Baghera*wines* 

# Wine o'clock ROSTER YEAR 2017

WHEN

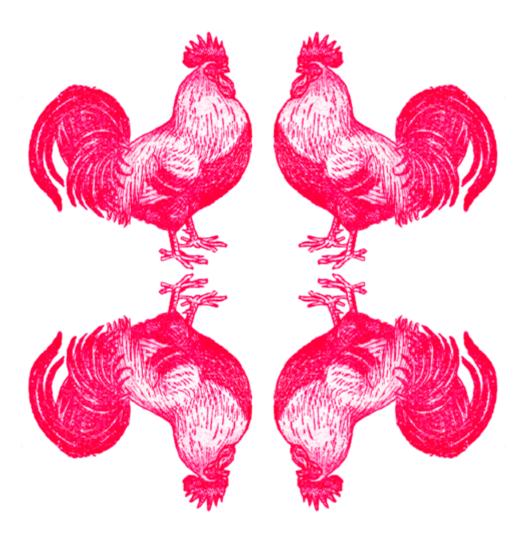
### TUESDAY 17TH OF JANUARY 2017

FROM 2 PM TO 3:30 PM (SWISS TIME)

WHERE

**ONLINE ONLY** 

ON BAGHERAWINES.AUCTION



### THE ROOSTER AND THE VINE

While Gregorian calendar followers have just celebrated a new calendar year on the  $1^{\rm st}$  of January, the Chinese New Year 2017 of the Fire Rooster will start on January  $28^{\rm th}$ , 2017 – the second New Moon after the Solstice. According to Chinese astrology, each year is related to an animal sign according to a 12-year cycle. The Rooster is tenth in the Chinese zodiac and refers to some memorable vintages of the  $20^{\rm th}$  Century such as 1921, 1945 or 2005. The noble Rooster also features in our collective imagination – the Gallic rooster as the (unofficial) national symbol of France, a proud nation of hedonists and bons-vivants!

In a spirit of celebration of the Chinese New Year of the Rooster, I have the tremendous pleasure to introduce our new Wine o'clock online only auction, dedicated to Bordeaux, Burgundy and Rhone valley wines. From the shores of the Leman Lake, this private collection presents a selection of the best French vineyards that all seasoned wine-lovers will definitely appreciate. Leroy, Cheval Blanc, Domaine de la Romanée-Conti, Guigal – these names ring out through our passion for wine.

As an impressive entrée to this auction, Burgundy enthusiasts will be thrilled to browse this collection of DRC featuring Romanée-Conti 2005, La Tâche 2009 and Montrachet 2010, followed by a fine ensemble of Leroy including Richebourg 2013. The second chapter of this catalogue is a great selection of young and desirable Bordeaux, most of them offered in their original wooden cases. Highlights include Lafite, Mouton, Haut Brion and Cheval 2008 and a stunning set of Pétrus from 2010 to 2013. Last but not least, the final chapter of this auction is a focus on Guigal's famous Turque, Landonne and Mouline in original packagings too.

Our "*Rooster Year 2017*" Wine o'clock will start on Tuesday 17<sup>th</sup> of January 2017 at 2pm precisely (Swiss time!). Be on time – it will go fast and us Swiss don't mess with time!

Julie Carpentier, Wine Strategy Advisor

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**ROOSTER YEAR 2017** 

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HOW TO BID

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CONDITIONS OF SALE





ROOSTER YEAR 2017

# Domaine de la Romanée-Conti, Romanée-Conti — 2010

Grand Cru Monopole, Burgundy — Côte de Nuits

Italian import back labels.

One vintage label is slightly stained.

Bottles numbered 01236 and 01273.

2 bottles per lot

Two original individual wooden cases

CHF 15,000 - 30,000

€ 13,800 - 27,600



# Domaine de la Romanée-Conti, Romanée-Conti — 2011

Grand Cru Monopole, Burgundy — Côte de Nuits

Five Italian import back labels and one Swiss.

Bottles numbered: 01238, 01310, 01323, 01348, 01367 and 01548.

6 bottles per lot

Five original individual wooden cases and one bottle in a neutral carton

CHF 40,000 - 70,000

€ 36,800 - 64,400



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Grand Cru Monopole, Burgundy — Côte de Nuits

US import back labels.

Bottles numbered from 1555 to 1566.

12 bottles per lot

Two original six bottle wooden cases with Domaine seal bands (removed for photographs)

CHF 28,000 - 43,000

€ 25,760 - 39,560





Grand Cru Monopole, Burgundy — Côte de Nuits

Swiss import back labels.

Bottles numbered from 07801 to 07804 and 07808.

5 bottles per lot

Neutral carton

CHF 8,000 - 15,500

€ 7,360 - 14,260





Grand Cru Monopole, Burgundy — Côte de Nuits

Italian import back labels.

One vintage label is slightly nicked.

Bottles numbered 04210 and 04211.

2 bottles per lot

Neutral carton

CHF 3,200 - 4,700



Grand Cru Monopole, Burgundy — Côte de Nuits

Italian import back labels.

One very slightly marked label.

Bottles numbered: 04059, 04060, 04113, 04114, 04175 and 04176.

6 bottles per lot

Neutral carton

CHF 6,000 - 9,000

€ 5,520 - 8,280



# Domaine de la Romanée-Conti, Richebourg — 2009

Grand Cru, Burgundy — Côte de Nuits

Five Swiss back import labels and three US.

Two very slightly bin-soiled labels.

Bottles numbered: 05602, 05603, 5668, 5670, 5587, 01012, 01013 and 01014.

8 bottles per lot

Neutral carton

CHF 7,000 - 10,000

€ 6,440 - 9,200



# Domaine de la Romanée-Conti, Richebourg — 2010

Grand Cru, Burgundy — Côte de Nuits

Italian import back labels.

Bottles numbered 02905 and 02906.

2 bottles per lot

Neutral carton

CHF 1,800 - 3,300

€ 1,656 - 3,036



# Domaine de la Romanée-Conti, Richebourg — 2011

Grand Cru, Burgundy — Côte de Nuits

Italian import back labels.

Two very slightly marked labels.

Bottles numbered: 02719, 02720, 02697, 02698, 02641 and 02642.

6 bottles per lot

Neutral carton

CHF 4,800 - 7,050

€ 4,416 - 6,486





# Domaine de la Romanée-Conti, Romanée-Saint-Vivant — 2010

Grand Cru, Burgundy — Côte de Nuits

Italian import back labels.

Bottles numbered 03827 and 03828.

2 bottles per lot

Neutral carton

CHF 1,500 - 2,250

€ 1,380 - 2,070





# Domaine de la Romanée-Conti, Grands Échézeaux — 2010

Grand Cru, Burgundy — Côte de Nuits

Italian import back labels.

Bottles numbered 03027 and 03028.

2 bottles per lot

Neutral carton

CHF 1,100 - 1,850

€ 1,012 - 1,702



# Domaine de la Romanée-Conti, Échézeaux — 2010

Grand Cru, Burgundy — Côte de Nuits

Italian import back labels.

Bottles numbered 03930 and 04195.

2 bottles per lot Neutral carton

CHF 1,000 - 1,750

€ 920 - 1,610



# Domaine de la Romanée-Conti, Corton — 2010

Grand Cru, Burgundy — Côte de Beaune

Italian import back labels.

Very slightly marked labels.

Bottles numbered 01389 and 01390.

2 bottles per lot

Neutral carton

CHF 1,300 - 2,050

€ 1,196 - 1,886



# Domaine de la Romanée-Conti, Montrachet — 2010

Grand Cru, Burgundy — Côte de Beaune

Italian import back label.

Slightly marked label.

Bottle numbered 00506.

1 bottle per lot

Neutral carton

CHF 3,000 - 4,500

€ 2,760 - 4,140





# Domaine de la Romanée-Conti, Fine et Marc de Bourgogne — 1991

### Burgundy

Fine de Bourgogne — 1991 (1 bottle)

Marc de Bourgogne — 1991 (1 bottle)

2 bottles (70 cl) per lot Neutral carton CHF 1,200 - 2,700  $\in$  1,104 - 2,484



# Domaine Leroy, Latricières-Chambertin — 2011

Grand Cru, Burgundy — Côte de Nuits

Very slightly bin-soiled labels, one of which is slightly nicked. Bottles numbered from 00448 to 00451 and 00453.

5 bottles per lot Neutral carton CHF 3,800 — 6,800 € 3,496 — 6,256



# Domaine Leroy, Latricières-Chambertin — 2011

Grand Cru, Burgundy — Côte de Nuits

Three very glue-stained and one torn labels.

Bottles numbered from 00442 to 00447.

6 bottles per lot Original wooden case CHF 5,000 — 12,500 € 4,600 — 11,500





LOT 18

# Domaine Leroy, Richebourg — 2013

Grand Cru, Burgundy — Côte de Nuits



Domaine's prooftags on capsules.



One slightly nicked and one slightly torn label.

Bottles numbered from 00572 to 00577 and from 00560 to 00565.

12 bottles per lot Two original six bottle wooden cases CHF 15,000 - 30,000



€ 13,800 - 27,600



# Château Lafite-Rothschild — 2008

1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot
Original wooden case
CHF 5,000 — 8,000
€ 4,600 — 7,360





# Château Lafite-Rothschild — 2008

1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 5,000-8,000





LOT 21

# Château Lafite-Rothschild — 2008

1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 5,000-8,000





# Château Lafite-Rothschild — 2008

1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 5,000-8,000





LOT 23

# Château Lafite-Rothschild — 2008

1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 5,000-8,000





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Original wooden case with Château seal bands (removed for photographs)

CHF 3,200 - 4,700





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Original wooden case with Château seal bands

CHF 3,200 - 4,700





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

12 bottles per it

Original wooden case with Château seal bands

CHF 3,200 - 4,700





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Original wooden case with Château seal bands

CHF 3,200 - 4,700





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 3,200-4,700





1<sup>er</sup> cru classé, Bordeaux — Pauillac

12 bottles per lot

Two original six bottle wooden cases with Château seal bands CHF 3,200-4,700





LOT 30

## Château Haut-Brion — 2008

1<sup>er</sup> cru classé, Bordeaux — Pessac-Léognan



Two very slightly marked, two very slightly scuffed and two damp-affected and damaged labels.

12 bottles per lot Neutral carton CHF 2,600 - 4,100 € 2,392 — 3,772



LOT 31

# Château Haut-Brion — 2008

1<sup>er</sup> cru classé, Bordeaux — Pessac-Léognan

Two very slightly marked labels.

12 bottles per lot

Neutral carton

CHF 2,600 — 4,100

€ 2,392 — 3,772



LOT 32

# Château Haut-Brion — 2008

1er cru classé, Bordeaux — Pessac-Léognan

12 bottles per lot
Original wooden case
CHF 2,600 — 4,100
€ 2,392 — 3,772





LOT 33

# Château Haut-Brion — 2008

1er cru classé, Bordeaux — Pessac-Léognan

12 bottles per lot
Original wooden case
CHF 2,600 — 4,100
€ 2,392 — 3,772





# Château Haut-Brion — 2008

1<sup>er</sup> cru classé, Bordeaux — Pessac-Léognan

12 bottles per lot
Two original six bottle wooden cases

CHF 2,600 - 4,100





# Château Haut-Brion — 2008

1<sup>er</sup> cru classé, Bordeaux — Pessac-Léognan

12 bottles per lot

Two original six bottle wooden cases

CHF 2,600 - 4,100





# Château Haut-Brion — 2008

1<sup>er</sup> cru classé, Bordeaux — Pessac-Léognan

12 bottles per lot

Two original six bottle wooden cases

CHF 2,600 - 4,100





# Château Cheval-Blanc — 2008

Premier grand cru classé A, Bordeaux — Saint-Emilion

12 bottles per lot

Two original six bottle wooden cases

CHF 2,600 - 3,350





# Château Cheval-Blanc — 2008

Premier grand cru classé A, Bordeaux — Saint-Emilion

12 bottles per lot

Two original six bottle wooden cases

CHF 2,600 - 3,350





Bordeaux — Pomerol

Bought En Primeur and stored since delivery in the professional cellar of a famous Bordeaux Negociant house.

6 bottles per lot

Original wooden case with Château seal bands (removed for photographs) CHF 15,000 - 30,000

€ 13,800 — 27,600





Bordeaux — Pomerol

Bought En Primeur and stored since delivery in the professional cellar of a famous Bordeaux Negociant house.

3 bottles per lot

Offered in an original six bottle wooden case

CHF 7,500 — 15,000

€ 6,900 — 13,800





Bordeaux — Pomerol

Bought En Primeur and stored since delivery in the professional cellar of a famous Bordeaux Negociant house.

6 bottles per lot

Original wooden case with Château seal bands (removed for photographs)

CHF 7,500 — 15,000

€ 6,900 — 13,800





Bordeaux — Pomerol

Bought En Primeur and stored since delivery in the professional cellar of a famous Bordeaux Negociant house.

6 bottles per lot

Original wooden case with Château seal bands (removed for photographs)

CHF 9,000 — 16,500

€ 8,280 — 15,180





Bordeaux — Pomerol

Bought En Primeur and stored since delivery in the professional cellar of a famous Bordeaux Negociant house.

6 bottles per lot

Original wooden case with Château seal bands (removed for photographs)

CHF 9,000 — 16,500

€ 8,280 — 15,180





LOT 44

# Château Ducru-Beaucaillou — 2008

2<sup>ème</sup> cru classé, Bordeaux — Saint-Julien

12 bottles per lot
Original wooden case
CHF 750 — 1,050
€ 690 — 966





# Château Mission-Haut-Brion — 2008

Cru classé rouge, Bordeaux — Pessac-Léognan

12 bottles per lot
Original wooden case
CHF 1,100 — 1,850
€ 1,012 — 1,702



# E. Guigal, Côte Rôtie La Mouline — 2008

### $Rh\hat{o}ne$

12 bottles per lot
Original wooden case
CHF 1,200 — 1,950
€ 1,104 — 1,794





# E. Guigal,Côte Rôtie La Landonne— 2008

### $Rh\hat{o}ne$

6 bottles per lot

Original wooden case

CHF 600 - 975

€ 552 - 897





# E. Guigal, Côte Rôtie La Turque — 2008

 $Rh\^{o}ne$ 

12 bottles per lot
Original wooden case
CHF 1,200 — 1,950
€ 1,104 — 1,794





# Krug, Clos du Mesnil — 1992

### Champagne

1 bottle per lot

Original individual wooden set

CHF 700 — 1,000

€ 644 — 920



LOT 50

# Kweichow, Moutaï

China

Each set includes a small decanter.

2 bottles per lot

Original individual set

CHF 800 — 1,550

€ 736 — 1,426







HOW TO BID



# Pre-register!

In order to be able to take part in the Wine o'clocks, you must pre-register before they take place. After your registration is validated (which takes a maximum of 12 hours), you have your personal login details, which will enable you to get involved with all the Baghera Wine o'clocks. These details will also give you access to your personal client account, so that you know your purchase amounts for each sale you participate in.





A few days before the date of the sale, the catalogue can be accessed on the website. Browse this online catalogue.

For each lot, it shows you a definitive list, detailed descriptions of the wines and high-definition photos, too.





# —3— Make your bid!

At this stage, you can enter your bids at a set price if you cannot log in during the sale. These bids will be executed during the sale, on your behalf. In the event where 2 bids were left at the same price, priority will be given to whichever was received first.

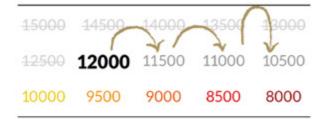




# Get ready

On the specific date and time of the Wine o'clock, lots are put up for sale. Each lot is announced with a high price and a low price.





# —5— Tic...

Bids start at the high price, and fall progressively to the low price, in regular decrements. These decrements succeed each other, at the same frequency, and are displayed on your screen.





The countdown displayed at the top of the screen shows you the number of seconds before the next decrement, falling to the lower price. A reminder of the current decrement amount is shown just below.



### **ACHETER**

## —/— Click it!

The first user to click on "Buy" wins the auction.

However, written bids placed and recorded by other bidders have precedence over live bids.





# —8— Keep going!

The next lot is then offered under the same principle, until the last lot has been auctioned.





# —9— Congrats!

If you have won one or several lots during the sale (live or following absentee bid orders), you receive - once the sale has finished - an email summarising your purchases (information also available in your personal client account).





# —10— Thank you!

Baghera Wines will then contact you for invoicing and delivering your wines. Please note that a buyer's premium of 20% (exc. VAT) will be added to the final bid price for each lot you win during these Wine o'clock sales.





# Happy clicking!



# Taste with us!

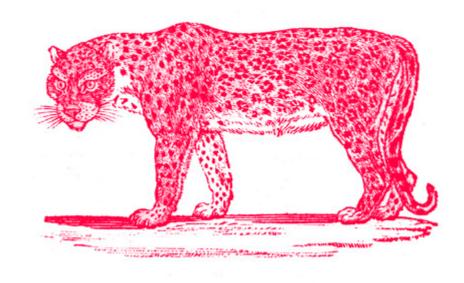
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### CONDITIONS OF SALE

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### **CONDITIONS OF SALE**

These conditions of sale govern the contractual relations between Baghera Wines Auction & Trading SA ("Baghera Wines"), the seller whose details are indicated in the Sales Commission document ("Seller"), any participant in the auction or traded or over-the-counter, as well as any bidder and the highest bidder, excluding contractual relations between Baghera Wines and the Seller.

In case of conflict between these conditions of purchase and the terms and conditions of sale, the general terms and conditions of sale shall prevail. In the event of conflict between the English and French versions of these purchase conditions, the French version (avalaible on bagherawines.com) shall prevail. These purchase conditions can be modified at any time, in writing or orally during the sale. By participating in any capacity whatsoever in an auction or a private sale organised by Baghera Wines discretion, you agree to be bound by these conditions of purchase.

### 1. AUCTION PROCEDURE

Baghera Wines organises only online sales called 'Wine o'Clock'. These sales are processed automatically.

### 2. BUYER

The first customer to click at any bid step (the "Buyer") stops the sale of the concerned lot and wins the bid on the lot of items (the "lot").

### 3. TRANSFER OF RISK AND PROPERTY

Once awarded to the Buyer, the risks and ownership of the lot pass to the Buyer.

### 4. ABSENTEE BIDDING

If a customer is unable to participate at the auction online, he still has the possibility to leave absentee orders on Baghera Wines webiste prior to the sale.

Baghera Wines reserves the right in its sole discretion, to refuse bids from a buyer's instructions in case the information and documents submitted as proof of identity, i.e. the identity of the beneficial owner, should prove to be false, incomplete, ambiguous or inadequate.

### 5. TERMS OF AUCTION

The bid steps decrease from high to low estimate of the lot. All lots have 16 bid steps lasting for 10 seconds. The first bidder to click at any step stops the sale of the concerned lot and wins the lot. There is no possibility to outbid this lot

If no one bids on the lot and once the 10 seconds of the last step are passed the sale of the lot ends. Then the sale of the next lot begins. The lots are sold one at a time according to the catalogue order.

The Seller as well as any person instructed by the former cannot bid on their own lots.

### 6. ESTIMATE

The estimate of each lot is based on prices reached during previous auctions for similar lots. It is subject to change and does not constitute any guarantee or indication of the actual final sale price. The estimate does not include costs such as the buyer's commission or VAT.

### 7. RESERVE PRICE

The reserve price is the confidential minimum price at

which the Seller agrees to sell the Lot. If the reserve price is not reached, Baghera Wines may reject the last bid and set a new starting price equal to or above the reserve price. In case no bid matches or is above the reserve price, Baghera Wines shall withdraw the lot without adjudging it to anyone. Baghera Wines, however, reserves the right to organise a private sell after the auction, in which case the price shall not be lower than the reserve price, subject to agreement by the Seller for a price below the reserve price.

### 8. BUYER'S PREMIUM AND PRICES

The buyer's premium is 20% plus 8% Value added tax (VAT) on the hammer price and buyer's premium. The total amount of the hammer price of each of lot purchased, plus the buyer's premium, plus VAT is the final price.

This tax (VAT) is refunded to any buyer domiciled outside Switzerland if, but only if, Baghera Wines receives from such buyer an export declaration in respect of a purchased lot which has been stamped by Swiss customs.

Buyers from outside Switzerland should note that local sales taxes or use taxes may become payable upon import of items following purchase. Buyers should obtain their own advice in this regard.

### 9. EXCHANGE RATES

In some auctions, in order to ensure proper information for the Buyer, a currency converter is made available. The data displayed are provided for information only and Baghera Wines assumes no responsibility in this regard.

### 10. PRE-AUCTION VIEWING

Prospective buyers are encouraged to inspect the

property at the pre-sale viewing, which can be attended at no charge by appointment only (please contact office@bagherawines.com).

Bidders accept responsibility for carrying out inspections and investigations, during previewing, to satisfy themselves as to the lots in which they may be interested. Baghera Wines may also provide condition reports. The absence of reference to the condition of a lot in the catalogue description does not imply that the lot is free from faults or imperfections.

### 11. NO WARRANTY

Baghera Wines only acts as agent to the Seller. The sale is passed directly between the Seller and the Buyer. Baghera Wines shall not be responsible for any defects in the lots nor do we guarantee the accuracy of the information concerning the producer, origin, date, age, authenticity, provenance, weight or condition of any Lot. None of Baghera Wines agents have authority to give any guarantees in this respect

All statements made in catalogues, advertisements or brochures concerning Baghera Wines sales only express opinions and are no guarantee from Baghera Wines or the Seller. All persons concerned are expected to inquire before the auction, about the description and condition and of the lots and of possible defects or possible damage or repairs which have been, or need to be, carried out.

### 12. BIDDERS IDENTIFICATION

Bidders who have not previously participated in a Baghera Wines as a buyer or seller must register with Baghera ·₿·

Wines prior to the auction, or on the day of the sale, at least 30 minutes before the start of the sale at the place of sale.

Prospective buyers who would bid for the first time with Baghera Wines are asked to provide the following documents, in order to register for the auction:

- Individuals: government-issued photo identification (such as a driving licence, national identity card, or passport) and, if not shown on the ID document, proof of current address, for example a utility bill/bank statement.
- · Corporate clients: a photocopy of the company register.
- For other business structures such as trusts, offshore companies or partnerships, please contact the Sale Administrator for advice on the information you should supply.
- A financial reference in the form of a recent bank statement or a reference from your bank.
- Persons registering to bid on behalf of someone who
  has not previously bid or consigned with Baghera Wines
  should bring identification documents not only for themselves but also for the party on whose behalf they are
  bidding, together with a signed letter of authorisation
  from that party.

To allow sufficient time to process the information, new clients are encouraged to register at least 48 hours in advance of a sale.

### 13. BIDDER RESPONSIBILITY

When bidding, the person assumes personal accountability to pay the price and any other applicable taxes or charges, unless it has been explicitly agreed in writing with Baghera Wines, prior to the auction, that the bidder only acts as an agent on behalf and in the name of an third party, acknowledged and accepted by Baghera Wines, and that the said party shall be solely responsible for payment of the Price.

### 14. SALE RESULTS

Results for entire sale are usually available the day following each sale on our website at bagherawines.com. Baghera Wines cannot accept liability for any errors or omissions, howsoever caused. Sellers should await their settlement statement as confirmation of any sold proceeds.

### 15. PAYMENT OPTIONS AND DEADLINES

The price is payable in Swiss francs in the seven days following the sale. On the eighth day after the sale, interest at the rate of 1% per month will be added to the amount due. Payment can also be made in foreign currencies with legal-tender status if that amount can be converted into Swiss francs at the value date of payment. To avoid any delay in releasing goods, prospective buyers should supply bank references before the auction. Please include your name and invoice number with your instructions to the bank. Please note that we reserve the right to decline payments received from anyone other than the buyer of record and that clearance of such payments will be required. All expensive regarding bank transfer are at the buyer's charges.

Payment can be made in cash, by credit card or charge card (with extra fees) or by bank transfer to Fert &Cie (in charge of cashing for Baghera Wines) account at Credit Suissa

For details contact office@bagherawines.com

Please note that transactions in cash or by credit card may in no case exceed CHF 99,999.

Baghera Wines will accept American Express, Visa and MasterCard to pay for invoices - A processing fee will apply

The successful bidder during the auction is solely responsible for payment to Baghera Wines. We will not accept payments for purchased lots from any party other than the buyer, unless otherwise agreed between the buyer and Baghera Wines prior to the sale.

Goods can only be collected when payment has been cleared.

### 16. NON-PAYMENT

In case of non payment by the Buyer within seven days of the sale, Baghera Wines shall try their best to carry out the Seller's instructions as to the next steps and help them, when possible, to reach the price or if not, cancel the sale. All damages are expressly reserved.

Notwithstanding the above, Baghera Wines expressly reserves the right at its discretion and expense of the Seller to accept special conditions of payment of the price, to take adequate measures for storage and / or lot insurance, to start or pursue any legal proceedings instituted by or against the Buyer on the terms and conditions that Baghera Wines considers appropriate, to take all necessary measures to recover the amounts owed by Buyer and, if possible, to return the lot to the Seller.

### 17. PARTIAL PAYMENT

Any partial payment by the Buyer to Baghera Wines will

be considered payment through direct deposit.

In case of failure of the Buyer to pay the entire price of this deposit will be automatically collected and lot will be relisted by public auction or at a private auction or sale by private treaty at the discretion of Baghera Wines.

# 18. COLLECTION, SHIPPING, IMPORTATION AND STORAGE

Please refer to the document 'Collection, Shipment & Storage' available on Baghera Wines website.

Buyers are reminded that Baghera wines accepts liability for loss or damage to lots for a maximum period of thirty (30) days after the date of the auction.

### 19. RIGHT OF RETENTION AND DELIVERY

In order to avoid any errors in the auction process, to ensure the payment of invoices and to proceed to – where necessary and in accordance with legal and regulatory requirements – the required checks on the Buyer as well as the identity of the beneficial owner, no lot may be removed during the sale.

Baghera Wines is authorized to retain the lots until all amounts due to Baghera Wines have been paid in full or until the Buyer has performed all other obligations that Baghera Wines, at his discretion, considers due, including anti money laundering and counter financing of terrorism compliance.

In case a buyer does not meet the aforementioned checks to the satisfaction of Baghera Wines, the company will be entitled to cancel the sale and take any other action required or permitted by law. Shipping will take place after reception of payment.

**В** 

### 20. NON-COLLECTION OR NON-DELIVERY

In case the Buyer, having fulfilled all its obligations under these conditions of purchase, does not withdraw or fails to take delivery of the Lot, Baghera Wines will be entitled to, upon notification to the Buyer, relist the lot by way of auction or private sale, in its sole discretion, and charge the Buyer the entire storage costs, insurance and all other costs that may occur. Baghera Wines will have a right of retention on the lots until payment of all of these costs.

### 21. FALSE INFORMATION

If the information or documents provided by the Buyer on his identity or the identity of the beneficial owner prove to be false, incomplete, ambiguous or insufficient, Baghera Wines may, in its sole discretion, cancel the sale. The Buyer will be responsible for all costs incurred.

# 22. IN CASE OF DOUBTS ABOUT THE AUTHENTICITY

In case there should be doubts about the authenticity of a lot, after the auction, buyers should immediately inform Baghera Wines and provide all documents backing such doubts about the authenticity of the Lot.

Baghera Wines will determine, in its sole discretion, whether the lot is genuine or not and may, in its sole discretion:

- a) Submit the lot to an expert or a third party in order to determine the authenticity;
- b) Notify the Seller and collect his determinations;
- c) Cancel the sale and return the lot to the Seller, provided that the Buyer is reimbursed;

d) Cancel the sale, take over the Lot, repay all or part of the price to the Buyer and require the seller to reimburse the full amount.

In all cases, the Buyer can obtain cancellation of the sale only if he is able to transfer the possession and ownership of the lot to the Seller and / or to Baghera Wines and provided that the lot has suffered absolutely no modification or alteration since the time of the auction.

### 23. LIABILITY

Any participant in the sale, in whatever capacity, namely as bidder, visitor or third party is responsible for any damage, particularly to the lots exposed.

### 24. DATA PROTECTION

As required by law, or in connection with the supply of auction and related services Baghera Wines may ask clients to provide personal data. Baghera Wines may take and retain a copy of government-issued identification such as a passport or driving license. We will use your personal data (i) to provide auction and related services; (ii) to enforce these Conditions of Sale; (iii) to carry out identity and credit checks; (iv) to implement and improve the management and operations of our business and (v) for other purposes set out in our Privacy Policy published on our website at bagherawines.com and available on request by emailing office@bagherawines.com. Sometimes, Baghera Wines may also disclose this information to carefully selected third parties for their own marketing purposes. If you do not wish your details to be used for this purpose, please email office@bagherawines. com.

If the client provides Baghera Wines with information that is defined by European data protection laws as "sensitive", the client agrees that it may be used for the purposes set out above.

In the course of these disclosures, personal data collected in the European Economic Area may be disclosed to countries outside the European Economic Area. Although such countries may not have legislation that protects a client's personal information, Baghera Wines shall take reasonable steps to keep such information secure and in accordance with European data protection principles. By agreeing to these Conditions of Business, the client is agreeing to such disclosure.

Baghera Wines premises may be subject to video surveillance and recording. Telephone calls for telephone bidding purposes may also be recorded. We may process that information in accordance with our Privacy Policy.

### 25. MISCELLANEOUS

- (a) Taxes. If any taxes or rates are applicable to any amount paid by the Buyer, the latter is solely responsible for their payment at the rate and on the date required by the competent administration.
- (b) Severability provisions. If any provision of this agreement should be judged by a court to be invalid, illegal or unenforceable, this provision may be waived and the rest of the Agreement will continue to be valid and enforceable.
- (c) Personal information. Without your express prior refusal, we will allow keep your personal information and may use it to inform you of our upcoming sales, services and events.

- (d) Prohibition of Assignment. The Buyer may not assign any benefit and / or obligation under this agreement with Baghera Wines and / or the Seller without our prior written permission.
- (e) Applicable law and jurisdiction. All contractual relations between the Purchaser, the Seller and Baghera Wines are subject exclusively to Swiss domestic law, to the exclusion of the rules on the conflict of laws (LDIP). Any dispute in connection with the contractual relationship shall be settled exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration was submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of arbitration shall be Geneva. The arbitration will be conducted in French, subject to a written agreement for the use of another language.

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CREDITS

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