

PAINT FOR THE PLANET BID FORM

Please check one:

**ABSENTEE BID
IN HOUSE**

TELEPHONE BID

**PLEASE RETURN THIS FORM BY FAX TO +1.212.963.7341 OR
SCAN TO INFO@NYO.UNEP.ORG BY 24 OCTOBER.**

First Name _____ Surname _____

Company _____

Address _____

City _____ State/Country _____

Post Code _____

Phone _____ Mobile _____

Email _____ Fax _____

Phone (for Phone Bidding only) _____

| Lot Number In Consecutive Order | Bid Amount* (US\$) | Maximum Bid (US \$)* Absentee Bids Only |
|------------------------------------|--------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

* Excluding premiums

CREDIT CARD AUTHORIZATION

Visa **Mastercard** **American Express**

Card Number _____

Expiration _____

Signature _____ Date _____

Thank you for supporting the children's call for action on climate change!

All proceeds to benefit UNICEF's emergency response for children affected by climate-related disasters. Donations received by UNICEF are tax-deductible.

For more information, please visit www.unep.org/paint4planet or call +1.212.963.8210.

**Please see accompanying document.*



Auction & Reception

**Harvard Club of New York City
35 West 44th Street, New York, NY 10017
25 October 2008, 7:00-9:00 p.m.**

- If you cannot attend the sale our staff can execute bids confidentially on your behalf.
- All bids are placed and executed, and all lots are sold and purchased, subject to the Conditions of Sale*. Please read them carefully before placing a bid.
- For absentee bids, indicate your limit for each lot. Your bids will be executed at the lowest prices allowed by reserves and other bids.
- Your bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.
- If we receive more than one bid of the same value, the first one received will take precedence. All other bidders, including the absentee bidders, will be informed accordingly.
- Absentee and telephone bids are accepted at your risk. UNEP is not responsible for errors relating to execution of your bids.
- Lots cannot be collected until full payment and all charges have been paid. For the purpose of on-line auction, the total charges for the lot(s) will include the final hammer price; the cost for shipment/handling and other standard premiums as specified by the Terms and Conditions of the online auction company.
- By signing this form, I acknowledge that the United Nations shall have the right throughout the world to copy, publish, exhibit change or combine with other material(s) the paintings subject to auction and use them in any manner, form and media that the United Nations deems appropriate. I also agree that I will not make any claim, suit or demand involving the infringement of copyright, or any other civil rights against the United Nations, in relation to the use of paintings subject to auction.

I accept all the terms stipulated in the Conditions of Sale and hereby agree to participate in the bid. (Please tick the box.)

(Signature)

CONDITIONS OF SALE

1. (a) The United Nations Environment Programme ("UNEP") warrants the buyer that it is the true owner or is properly authorized to sell the property by the true owner and is able to transfer good and marketable title to the property free from any third party claims.

(b) Unless the context suggests otherwise, reference to UNEP's obligations shall include the obligations of its authorized agent, acting on behalf of UNEP. This would include, but is not limited to, the obligations of the Auctioneer.

2. The highest bidder shall be the buyer. If during the auction UNEP considers that a dispute has arisen, it has absolute authority to settle it or to re-offer the lot. UNEP may at its discretion determine the advance of bidding or refuse a bid, divide any lot, combine any two or more lots or withdraw any lot without prior notice.

3. The buyer shall pay the price at which a lot is knocked down by the Auctioneer to the buyer ("the hammer price") together with the appropriate shipment charges, and the premium of 5%, applicable only for on-line bidders if applicable and hereafter collectively referred to as "the total sum due".

4. (a) The buyer shall forthwith upon the purchase give in his name and permanent address together with proof of identity and pay to UNEP immediately after the conclusion of the auction the total sum due.

(b) During the course of the sale, the buyer may be required to pay down the whole or any part of the total sum due, and if he fails to do so, UNEP may put up the lot(s) again and resold immediately.

(c) The buyer shall at his own expense take away any lot(s) purchased no later than five working days after the auction day.

(d) UNEP may at its discretion agree credit terms with a buyer and extend the time limits for collection in special cases but otherwise payment shall be deemed to have been made only after UNEP has received cash (in house only) or a banker's draft or the buyer's cheque has been cleared. The buyers may also pay by credit card (Visa or Mastercard) in line with Credit Card Agreement

e) Lots may be removed during the sale or after full settlement of payment.

5. (a) If the buyer fails to pay for or take away any lots pursuant to clause 4 or breaches any other conditions stipulated herein, UNEP shall be entitled at its discretion to exercise one or other of the following rights: Rescind the sale of that or any other lots sold to the buyer who defaults, and re-sell the lot(s) whereupon the defaulting buyer shall pay to UNEP any shortfall between the proceeds of that sale after deduction of costs or re-sale and the total sum due.

(b) Without prejudice to UNEP's rights hereunder if any lot(s) are not collected within five days, UNEP may charge the buyer a storage charge at a market rate.

6. (a) Where any lot fails to be sold, UNEP shall make arrangements either to re-offer the lot for sale or withdraw the lot(s).

(b) If such arrangements are not made within seven days of the notification UNEP has the right to sell the lot without reserve by auction or by private treaty.

7. Any representation or statement by UNEP in any catalogue, brochure or advertisement of forthcoming sales as to authorship, attribution, genuineness, origin, date, age, provenance, condition or estimate selling price is a statement of opinion only. Every interested person should exercise and rely on his own judgment as to such matters and UNEP is not responsible for the correctness of such opinions. No warranty whatsoever is given by UNEP in respect of any lot and any express or implied warranties are hereby excluded.

8. Buyer acknowledges and agrees that UNEP owes no duty to the buyer in respect of any

inaccuracies in such information and against all costs and expenses incurred by the buyer in dealing with any claim arising in that respect.

9. (a) Notwithstanding any other terms of these conditions, if within 10 days of the sale UNEP has received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within 10 days after such notification the buyer returns the same to UNEP in the same condition as at the time of the sale and satisfies UNEP that considered in the light of the entry in the catalogue the lot is a deliberate forgery then the sale of the lot will be rescinded and the purchase price of the same refunded.

(b) A buyer's claim under this condition shall be limited to any amount paid to UNEP for the lot and for the purpose of this condition the buyer shall be the person to whom the original invoice was made out by UNEP.

10. UNEP shall not be responsible for loss or damage to goods of any kind whether caused by negligence or otherwise unless goods are covered by insurance affected by the buyer.

11. UNEP's responsibility towards the buyer shall be deemed to have been discharged upon handing over of the lot(s) to the shipment agency for delivery to the buyer.

12. (a) Any liability of UNEP for any claim arising from loss or damage of any kind in respect of goods whether caused by negligence or otherwise including any claims for conversation will be limited to the amount of insurance cover effected in accordance with the provisions above.

(b) The value of the goods so covered will be the hammer price, or in the case of unsold lots the best bid, or in the case of loss or damage prior to the sale that which the specialist staff of the Auctioneer shall in their absolute discretion estimate to be the auction value of such goods.

13. UNEP accepts no responsibility in connection with the commissioning of their staff to bid for any lots. Reserves and commissions given by telephone are accepted at sender's risk and must be confirmed in writing before the date of the sale.

14. Prospective buyers must satisfy themselves concerning the condition of the goods and the matters referred to in the catalogue description, in accordance with the Conditions of Sale. 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.

15. Except as otherwise specified in this Conditions of Sale, all notices and other communications between the Parties required or contemplated under these Conditions shall be in writing and shall be delivered either by: (i) confirmed facsimile, transmitted to the Party for whom intended or (ii) by e-mail at the address or facsimile number shown below.

E-mail: info@nyo.unep.org
Fax no: +1 212 963 7341

All notices and other communications required or contemplated by facsimile or e-mail shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt.