

SUNRISE

Auction for Fine Stringed Instruments & Bows

WINTER AUCTION 2022

ご入札の前に運営規約をお読みください。

Please read the contents of the attached Management Rules beforehand.

<https://www.sunrise-auction.com> <https://www.sunrise-auction.jp>

Book

1

AN AUCTION CATALOG

SOTHEBY'S Musical Instruments LONDON, November 1988

Estimate: ¥1,000- ¥1,500
(㊦6 - ㊦9)

2

LA LIUTERIA AD ARCO A NAPOLI / FRANCESCO NOCERINO

Estimate: ¥4,000- ¥5,000
(㊦24 - ㊦30)

3

(BOOK)ITALIAN VIOLIN MAKERS /JALOVEC, KAREL

Estimate: ¥8,000- ¥10,000
(㊦48 - ㊦60)

4

(BOOK)ITALIAN VIOLIN MAKERS BY JALOVEC, KAREL

Estimate: ¥8,000- ¥12,000
(㊦48- ㊦72)

5

(BOOK)LIUTERIA ITALIANA INEDITA UNPUBLISHED INSTRUMENTS OF KNOWN ITALIAN VIOLIN MAKES / UMBERTO AZZOLINA

Estimate: ¥15,000- ¥20,000
(㊦90 - ㊦120)

Others

6

A SET OF VIOLIN CHINREST AND TAILPIECE (ROSEWOOD)

Estimate: ¥2,000- ¥5,000
(㊦12 - ㊦30)

Small violins

7

A 1/2 MITTENWALD VIOLIN NEUNER SCH. CA.1880,

No label, BL:324mm SL:178mm,

Estimate: ¥90,000- ¥130,000
(㊦545 - ㊦787)

Cello bow

8

A SILVER AND EBONY MOUNTED FRENCH CELLO BOW BY CLAUDE AUGUSTE THOMASSIN, PARIS

Stamped A. VIDOUDEZ in GENEVE,
Length of stick :695mm, 75.9gms, with silver new ferrule,(sold with original nickel ferrule broken)

Sold with certificate from J.F. Raffin

Estimate: ¥600,000- ¥800,000
(㊦3,636 - ㊦4,848)

Cello

9

A MODERN HUNGARIAN CELLO, SOLD WITH BOW AND GEWA CASE

No label, with a bow and a case, BL:755mm SL:405mm,

Estimate: ¥350,000- ¥450,000
(㊦2,121 - ㊦2,727)

Viola bow

10

A NICKEL MOUNTED BRAZILIAN WOOD VIOLA BOW STAMPED N.DUCHENE

Stamped N.DUCHENE, Length of stick:725mm, 66.8gms with hair,

Estimate: ¥4,000- ¥6,000
(㊦24 - ㊦36)

11

A NICKEL MOUNTED VIOLA BOW

No stamp nickel mounted ebony frog mother of pearl inlaid, ebony button with two nickel bands, Round stick, length of stick:716mm, 71.5gms with hair,

Estimate: ¥35,000- ¥55,000
(㊦212 - ㊦333)

12

A NICKEL MOUNTED FRENCH VIOLA BOW BY PROSPER COLAS, PARIS CA.1900

No stamped, round brazilwood stick, nickel mounted ebony frog with pearl eyes, The button is ebony with two nickel rings. Length of stick:717mm, 68gms with hair,

Sold with certificate from A.Gartsman

Estimate: ¥150,000- ¥200,000
(㊦909 - ㊦1,212)

Viola

13

A CONTEMPORARY VIOLA JAY HAIDE 'A L'ANCIENNE' MAGGINE COPY

Labeled "JAY HAIDE 2020" BL:405mm SL:220mm

Estimate: ¥70,000- ¥100,000
(**㊦424 - ㊦606**)

14

AN OLD WIENER VIOLA LABELED JOHAN CHRISTOPFF LEIDORFF IN WIEN 1749Labeled
BL:405m SL:216mmEstimate: ¥1,000,000- ¥1,500,000
(**㊦6,060 - ㊦9,090**)

Violin Bow

15

A NICKEL MOUNTED BRAZILIAN WOOD VIOLIN BOW

No stamped, Length of stick:715mm, 59.8gms with hair,

Estimate: ¥4,000- ¥6,000
(**㊦24 - ㊦36**)

16

A NICKEL MOUNTED BRAZILIAN WOOD VIOLIN BOW

No stamped, Length of stick:715mm, 58.0gms with hair,

Estimate: ¥4,000- ¥6,000
(**㊦24 - ㊦36**)

17

A NICKEL MOUNTED BRAZILIAN WOOD VIOLIN BOW

No stamped, Length of stick:721mm, 58.1gms with hair,

Estimate: ¥4,000- ¥6,000
(**㊦24 - ㊦36**)

18

3 VIOLIN BOWS / バイオリン弓×3Estimate: ¥10,000- ¥15,000
(**㊦60 - ㊦90**)

19

10 CHILD VIOLIN BOWSEstimate: ¥10,000- ¥15,000
(**㊦60 - ㊦90**)

20

A NICKEL MOUNTED VIOLIN BOW STAMPED PC BRAZILIAN WOOD

Stamped P.C. Length of stick: 728mm, 56.9gms with hair

Estimate: ¥15,000- ¥20,000
(**㊦90 - ㊦121**)

21

6 VIOLIN BOWS(INCLUDING STAMPED P.C.)Estimate: ¥20,000- ¥30,000
(**㊦121 - ㊦181**)

22

A VIOLIN BOW

No stamp, Ebony frog with Ivory button, length of stick: 719mm, 63.5grams with hair

* This lot consists of endangered species materials.

Estimate: ¥15,000- ¥20,000
(**㊦90 - ㊦121**)

23

A SILVER MOUNTED VIOLIN BOW STAMPED N. LAMBERTStamped "N. LAMBERT", Round stick
Ebony frog with pearl eyes
Length of stick:727mm, 58.5gms with hair,Estimate: ¥20,000- ¥30,000
(**㊦121 - ㊦181**)

24

A NICKEL AND EBONY MOUNTED VIOLIN BOW

No stamp nickel mounted ebony frog, ebony button with two nickel bands, Octagonal stick, length of stick:729mm, 62.0gms with hair,

Estimate: ¥35,000- ¥55,000
(**㊦212 - ㊦333**)

25

A NICKEL AND EBONY MOUNTED VIOLIN BOW

No stamp, round stick, length of stick: 726mm, 57.5grams with hair

Estimate: ¥35,000- ¥55,000
(**㊦212 - ㊦333**)

26

A SILVER MOUNTED VIOLIN BOW STAMPED L.PANORMO

Stamped "L.PANORMO" Octagonal stick, Length of stick:731mm, 61.5gms with hair,

Estimate: ¥45,000- ¥65,000
(**㊦272 - ㊦393**)

27

A SILVER MOUNTED MODERN GERMAN VIOLIN BOW BY LOTHAR EDWIN HERRMANN, MARKNEUKIRCHEN CA.1960

Stamped E.L.HERRMANN, round stick, the ebony frog, ebony adjuster with two silver bands, length of stick:728mm, 63.0gms with hair,

Estimate: ¥100,000- ¥150,000
(**㊦606 - ㊦909**)

28

A GERMAN VIOLIN BOW BY OTTO DÜRRSCHMIDT

Stamped "OTTO DÜRRSCHMIDT" Length of stick: 732mm, 63.0gms with hair

Estimate: ¥90,000- ¥120,000
(**㊦545 - ㊦727**)

29

A SILVER AND IVORY MOUNTED GERMAN VIOLIN BOW BY LOTHAR SEIFERT

Stamped * LOTHAR SEIFERT *

Octagonal stick, silver and ivory mounted frog, silver cap button
Length of stick: 728mm, 62.7gms with hairEstimate: ¥100,000- ¥150,000
(**€606 - €909**)

30

A SILVER MOUNTED VIOLIN BOW BY G.L.PANORMO, FROG LATERStamped L. PANORMO, The later silver mounted ebony frog with mother-of-pearl eyes, The ivory button with two silver bands,
Length of stick : 717mm, 60.5gms with hair
Stick:possibly head of stick is repaired

Sold with certificate from Gilles Chancereul,

Estimate: ¥160,000- ¥200,000
(**€969 - €1,212**)

31

A NICKEL MOUNTED FRENCH VIOLIN BOW BY CUNIOT, EUGENE "CUNIOT-HURY", MIRECOURT CA.1900

Stamped LUPOT, round stick, length of stick:727mm, 57.5g with hair

Sold with certificate from J.F. Raffin

Estimate: ¥200,000- ¥300,000
(**€1,212 - €1,818**)

32

A SILVER MOUNTED FRENCH VIOLIN BOW BY EMILE FRANCOIS OUCHARD , MIRECOURTStamped OUCHARD, round stick, length of stick:732mm, 64.0g with hair
slide changedEstimate: ¥300,000- ¥500,000
(**€1,818 - €3,030**)

33

A NICKEL MOUNTED FRENCH VIOLIN BOW BY MARK LABERTEStamped H.C.SILVESTRE A PARIS, The nickel mounted ebony frog with mother-of-pearl eyes, The ebony button with nickel cap,
Length of stick: 730mm, 59.5gms with hair

Sold with certificate from J.F. Raffin

Estimate: ¥400,000- ¥600,000
(**€2,424 - €3,636**)

34

A SILVER MOUNTED FRENCH VIOLIN BOW BY JOSEPH ARTHUR VIGNERON, C.1890 PARIS

Stamped A.VIGNERON A PARIS, round stick, the ebony frog, ebony adjuster with two silver bands, length of stick:729mm, 63.0gms with hair,

Estimate: ¥800,000- ¥1,000,000
(**€4,848 - €6,060**)**Violins**

35

A MODERN JAPANESE VIOLIN BY MINEZAWA MINEZO, 1971, WITH CASELabeled "Violin maker M.Minezawa 1972 and inJapanese also",
BL:356mm SL:190mmEstimate: ¥30,000- ¥50,000
(**€181 - €303**)

36

A FRENCH INLAID VIOLIN WITH OLD MAN'S HEAD, LABELED MAGGINILabeled "Giovan Paolo Maggini Fecit in Brescia 1615"BL:367mm
SL:195mmEstimate: ¥35,000- ¥55,000
(**€212 - €333**)

37

A MODERN EUROPIAN VIOLIN

No label, BL:359mm SL:197mm,

Estimate: ¥35,000- ¥55,000
(**€212 - €333**)

38

A FRENCH VIOLIN LABELED MAGGINILabeled "Giovan Paolo Maggini Fecit in Brescia 1637"BL:367mm
SL:198mmEstimate: ¥35,000- ¥55,000
(**€212 - €333**)

39

A VIOLIN

BL:350mm SL:197mm,

Estimate: ¥35,000- ¥55,000
(**€212 - €333**)

40

A GERMAN VIOLIN LABELED GUADAGNINI

BL:356mm SL:195mm,

Estimate: ¥35,000- ¥55,000
(**€212 - €333**)

41

A VIOLIN LABELED FRANCESCO GUADAGNINI

Labeled , BL:358mm SL:198mm

Estimate: ¥50,000- ¥70,000
(**€303 - €424**)

42

A MODERN JAPANESE VIOLIN BY MINEZAWA MINEZO, 1971, WITH CASE

Labeled in Japanese, BL:356mm SL:192mm

Estimate: ¥50,000- ¥80,000
(**€303 - €484**)

43

A VIOLIN LABELED KARL EUSCHEN WINTERTHUR 1951

BL:355mm, SL:195mm

Estimate: ¥80,000- ¥100,000
(¥484 - ¥606)

44

A MODERN ENGLISH VIOLINLabeled "Made for Francics maldo Channon By his Father Antonio 1925 "
BL:357m SL:197mmEstimate: ¥70,000- ¥100,000
(¥424 - ¥606)

45

A MODERN VIOLIN LABELES J.B.VUILLAUME

Labeled Jean Baptiste Vuillaume, Body Length: 360mm, Stop: 203mm

Estimate: ¥120,000- ¥150,000
(¥727 - ¥909)

46

AN EUROPEAN VIOLIN CA.1900 LABELED POSTACCHINI

Labeled Andreas Postacchini anno 1860, BL:355mm SL:198mm

Estimate: ¥130,000- ¥180,000
(¥787 - ¥1,090)

47

A GERMAN VIOLIN LABELED J.B. VUILLAUME

BL:358mm SL:200mm

Estimate: ¥130,000- ¥180,000
(¥787 - ¥1,090)

48

A MODERN FRENCH VIOLIN LABELED G. APPARUT 1920

Labeled, BL:356mm SL:196mm,

Estimate: ¥140,000- ¥180,000
(¥848 - ¥1,090)

49

AN OLD GERMAN VIOLIN LABELED BALESTRIERI

BL:352mm SL:196mm,

Estimate: ¥250,000- ¥350,000
(¥1,515 - ¥2,121)

50

AA CONTEMPORARY ITALIAN VIOLIN BY MATTEO PUERARI, CREMONA 2001

Labeled and branded inside back, Body Length: 355mm, Stop: 195mm

Estimate: ¥300,000- ¥400,000
(¥1,818 - ¥2,424)

51

A MODERN FRENCH VIOLIN CLAUDOT SCHOOLLabeled "Alet Briggs Glassgow 1887 "
BL:360m SL:193mmEstimate: ¥300,000- ¥400,000
(¥1,818 - ¥2,424)

52

A CONTEMPORARY VIOLIN BY TAKETOSHI HASHIMOTO CREMONA ANNO 1991

Labeled, BL:354mm SL:196mm,

Estimate: ¥300,000- ¥400,000
(¥1,818 - ¥2,424)

53

A MODERN JAPANESE VIOLIN BY MINEZAWA MINEZO, CA.1950, WITH CASELabeled "Minezo Minezawa Violin hand maker Kyoto Anno"
BL:360m SL:195mmEstimate: ¥350,000- ¥450,000
(¥2,121 - ¥2,727)

54

A MODERN VIOLIN LABELED BERNARDEL

Labeled Bernardel a Paris 1866, Body Length: 356mm, Stop: 195mm

Sold with the INSURANCE APPRAISAL from Tarisio (This appraisal is meant for insurance purposes only.)

Estimate: ¥400,000- ¥500,000
(¥2,424 - ¥3,030)

55

AN OLD WIENER VIOLIN BY OR SCHOOL OF SEBASTIAN DALINGER, WIEN END OF 18TH CENTURY, WITH CASELabeled " Sebastian Daringer, fecit Vienna Anno 1780 "
Body Length: 355mm, Stop: 195mmEstimate: ¥400,000- ¥600,000
(¥2,424 - ¥3,636)

56

A GOOD MODERN JAPANESE VIOLIN BY SOROKU MURATA, TOKYO 1966, SOLD WITH A BOW STAMPED TOURTE, A CASE AND A CHIN REST

Labeled "SoroKu Murata inTokio anno1966" with brand stamp"S. MURATA" inside back, BL:354mm SL:195mm

Estimate: ¥500,000- ¥700,000
(¥3,030 - ¥4,242)

57

A CONTEMPORARY ITALIAN VIOLIN BY CONCETTA NEGROTTI, CREMONA ANNO 2022Labeled
BL:356m SL:196mm

Sold with certificate from the maker

Estimate: ¥600,000- ¥800,000
(¥3,636 - ¥4,848)

58

A MODERN ENGLISH VIOLIN LABELED PAUL BAILLY

Labeled "PAUL BAILLY "with signature
BL:357m SL:195mm

Estimate: ¥600,000- ¥800,000
(~~€~~3,636 - ~~€~~4,848)

59

A MODERN FRENCH VIOLIN, FROM THE WORKSHOP OF NICOLAS VUILLAUME, MIRECOUT C.1850, WITH CASE

Branded on the back of scroll and inside back "Stentor 1"
BL:357mm SL:195mm,

Estimate: ¥800,000- ¥1,200,000
(~~€~~4,848 - ~~€~~7,272)

60

A MADERN INALIAN VIOLIN BY RODOLFO MARCHINI, ROMA 1977

Labeled, Body Length: 357mm, Stop: 195mm

Sold with certificate from J.J.Rampal

Estimate: ¥1,200,000- ¥1,500,000
(~~€~~7,272 - ~~€~~9,090)

61

A MODERN ITALIAN VIOLIN BY MARIO GADDA MANTOVA 1995 MODELLO ANSALDO POGGI

Labeled by the maker "Mrio Gadda Fece in Mantova anno 1995 Moddello Ansaldo Poggi" signed, and branded inside on the back, BL:355mm SL:196mm

Sold with certificate from the maker

Estimate: ¥1,200,000- ¥1,500,000
(~~€~~7,272 - ~~€~~9,090)

62

AN OLD GERMAN VIOLIN SCHOOL OF JOSEF KLOTZ, MITTENWALD

Labeled, BL:354mm SL:195mm

Estimate: ¥1,500,000- ¥1,800,000
(~~€~~9,090 - ~~€~~10,909)

63

A MODERN VIOLIN VENTAPANNE SCHOOL

Labeled LORENZO VENTAPANE Napoli 1856 BL:357mm SL:201mm

Sold with certificate from Giorgio Grisales

Estimate: ¥1,500,000- ¥2,000,000
(~~€~~9,090 - ~~€~~12,121)

64

AN OLD VIOLIN ASCRIBED DAVID TECCHLER

Labeled "David Tecchler fecit Roma anno Dni 1717"
BL:365mm SL:206mm,

Sold with the letter certificate from GAETANO POLLASTRI dated Oct.29, 1945

Estimate: ¥2,500,000- ¥3,000,000
(~~€~~15,151 - ~~€~~18,181)

SUNRISE Auction 2022 WINTER

65

AN ITALIAN VIOLIN ASCRIBED VINCENZO SANNINO, NAPOLI C.1900

Labeled invisible, BL:355mm SL:193mm

Sold with the certificate from San Domenico stringed instruments

Estimate: ¥2,900,000- ¥3,500,000
(~~€~~17,575 - ~~€~~21,212)

* 1GBP (ポンド)=165JPY (円)

Currency conversion rate is provided as a information purposes only.

It changes according to the exchange rate.

Management Rules

The SUNRISE AUCTION (hereinafter the "Sunrise Auction") shall be managed and administered in accordance with the following rules, which apply to all people who wish to participate in the Sunrise Auction and purchase property. The Sunrise Auction shall be conducted in accordance with the procedures Sunrise Auction Inc. (hereinafter the "Company") determines and shows.

Article 1 Membership System

- (1) The Sunrise Auction operates under a membership system.
- (2) Any person who has registered as a member by submitting the prescribed form with the required documents can participate in the Sunrise Auction.
- (3) The Company's acceptance is required for registration as a member. The Company is entitled to deny any registration application or continuation of registration at the Company's sole discretion and without any notification of reasons.
- (4) No registration fee is required. However, any person who wishes to participate in bidding must pay a participation fee, as described in Article 2 (1).
- (5) Persons eligible to register as members are those who fall under any of the following four (4) categories:
 - (a) individual or judicial person engaged in the making, sale, lending or repair of any type of musical instrument;
 - (b) educational institution related to music, including university, college, high school, special school or training school, or judicial person related to music, including corporation, foundation or incorporated association;
 - (c) musician or his/her parent; and
 - (d) collector of musical instruments.

Article 2 Bidding

- (1) Any person who wishes to participate in an auction is required to submit a proposal for participation in said auction in advance and pay a participation fee by credit card. The participation fee is 100 yen (without consumption tax) for each auction and is not refundable for any reason.
- (2) A photograph of each item to be exhibited in an auction ("Lot") shall be posted on the Internet, and the condition of any damage to it and of any repair which can be distinguished outwardly shall be described. The above-mentioned photograph would not accurately show the color and/or tone of color nor any defect of the Lot. The photograph and any description of the Lot merely provide a standard for judgment, and the Company assumes no responsibility whatsoever for such photographs or descriptions.
- (3) Each Lot shall be exhibited at an exhibition place designated by the Company for a stated term until the day immediately prior to the day of the auction.
- (4) Each participant in an auction is required to confirm the condition of the Lot by examining the Lot in advance.
- (5) Any participant can test-play a Lot by making a reservation under the Company's instruction and within the time stated by the Company with respect to the Lot for which such a trial is allowed.
- (6) Bidding shall be conducted in Japanese yen within the designated term and time and by each Lot.

Article 3 Successful Bid

- (1) The bidder with the highest bid shall be the successful bidder for the relevant Lot.
- (2) In the case that there are multiple bidders with the highest bid, the Company is entitled to select the successful bidder.
- (3) Once the successful bidder is determined, a purchase agreement shall be made and entered into between the seller, whose agent is the Company, and the successful bidder (hereinafter the "Purchaser").

Article 4 Purchase Price and Premium

- (1) The purchase price shall be the total sum of the amount of the successful bidding price (hereinafter the "Hammer Price") and the amount of consumption tax applied to said Hammer Price. In the case of tax-free property, the Company shall give notice of such in advance.
- (2) The Purchaser must pay to the Company the premium fee stated in Article 5 in addition to the purchase price stated in the previous clause (1).

Article 5 Premium

- (1) The Purchaser must pay to the Company, as a premium, either (i) seventeen percent (17%) of the Hammer Price when the Hammer Price is equal to or less than 1,000,000 yen, (ii) seventeen percent (17%) of 1,000,000 yen plus fifteen percent (15%) of the amount exceeding 1,000,000 yen when the Hammer Price exceeds 1,000,000 yen and is equal to or less than 10,000,000 yen or (iii) seventeen percent (17%) of 1,000,000 yen plus fifteen percent (15%) of 9,000,000 yen plus ten percent (10%) of the amount exceeding 10,000,000 yen when the Hammer Price exceeds 10,000,000 yen.
- (2) Consumption tax shall be added to the premium stated in the previous clause (1).

Article 6 Payment and Risk of Loss

- (1) Payment of the purchase price and premium (including consumption tax) shall be made in Japanese yen by the method agreed upon between the Purchaser and the Company.
- (2) If the Purchaser so wishes, the Company shall arrange to ship the Lot to a place in Japan designated by the Purchaser and at the Purchaser's burden of all necessary expenses, including packing expenses, entire transporting expenses and insurance premium.
- (3) The Purchaser must pay the purchase price and premium (including consumption tax) within fourteen (14) days after the day when the successful bidder has been determined or selected. If the Purchaser resides outside Japan, the Company can extend the payment period by a certain period.
- (4) The ownership of the Lot shall be transferred to the purchaser when the total amount of the money prescribed in clause (1) and (2) of this Article ("Total Amount") is paid.
- (5) Any and all risks to the Lot shall pass to the Purchaser when the Total Amount is paid.

Article 7 Delivery, Shipment, Custody Fee

- (1) The Purchaser is entitled to receive the Lot at the Company's storefront at any time within ten (10) days after the time when the Total Amount is paid.
- (2) In case the Purchaser wishes to ship the Lot to a place in Japan, the Company shall arrange to ship the Lot to the place designated by the Purchaser within ten (10) days after the time when the Company confirms that the Total Amount has been paid.
- (3) In case the Purchaser wishes to ship the Lot to a place outside Japan, the Company shall deliver the Lot to the Purchaser or the person designated by the Purchaser, at the Company's storefront at any time within ten (10) days after the time when the Company confirms that the Total Amount has been paid.
- (4) In case the Purchaser receives the Lot after the ten (10) days prescribed in the previous clauses of this Article have passed, the Purchaser must pay the custody fee prescribed in Article 9.

(5) The Company shall be exempt from any and all responsibility after delivery or shipment prescribed in this Article, and the Company shall not bear any burden with respect to any accidents or damages to the Lot.

Article 8 Shipment to Location Outside Japan

- (1) The Purchaser shall perform all procedures necessary for shipment outside Japan on the Purchaser's own responsibility. Any and all expenses for packaging, shipment and insurance shall be borne by the Purchaser.
- (2) If the Purchaser wishes, the Company shall refer him/her to an exporter.

Article 9 Custody Fee

- (1) If the Purchaser takes receipt of the Lot after the ten-day (10-day) period prescribed in Article 7 (1), the Purchaser shall pay in Japanese yen to the Company a per-diem custody fee calculated in the ratio of one-and-a-half percent (1.5%) of the purchase price per month.
- (2) Consumption tax shall be added to the custody fee.

Article 10 No Cancellation, No Return

- (1) The Purchaser cannot retract or cancel the purchase of the Lot.
- (2) The Purchaser cannot return the Lot.

Article 11 No Warranty

- (1) The Company shall not make any warranty to the Purchaser concerning any latent defect of the Lot, because most exhibits are used articles with deterioration, damage, repair or the like, and all bidding shall be deemed to have been made on the basis of the bidder's accountability and after the bidder's having checked the present condition of the Lot.
- (2) The Company shall not warrant any explanation and/or comment with respect to the exhibits, and such explanation and/or comment shall be for reference only.

Article 12 Events of Default and Company's Rights

- (1) If the Purchaser fails to perform his/her duty as prescribed in these Management Rules, the Company shall have the following rights toward the Purchaser:
 - (a) in the event of late payment of the Total Amount by the Purchaser, the Purchaser must add to the unpaid sum delinquent charges at the rate of fourteen percent (14%) a year for the period from the day immediately following the due date to the date of actual payment; and
 - (b) in the event the Company does not receive the Total Amount and the delinquent charges even after one month passes from the due date, the purchase agreement between the Purchaser and the Company shall be automatically canceled on the day immediately following the date when one month has passed from the due date, whether or not the Company's letter requesting payment of the unpaid sum has reached the Purchaser.
- (2) In case the purchase agreement has been canceled, the Purchaser shall lose all rights concerning the Lot and the Company shall be entitled to re-auction the Lot, sell it to a third party or return it to the consignor.
- (3) In case the purchase agreement has been canceled, the Purchaser shall pay the total sum of ten percent (10%) of the purchase price and fifty percent (50%) of the premium (including consumption tax) as penalty in addition to the damages prescribed in Clause (1) of this Article.

Article 13 Governing Law

The Auction shall be conducted in accordance with these Management Rules through its entire process and shall be governed by the laws of Japan, even if the Purchaser resides outside Japan.

Article 14 Settlement of Disputes

The Purchaser and the Company hereby irrevocably submit to the exclusive jurisdiction of Tokyo District Court for the settlement of disputes arising under or in connection with the Auction, even if the Purchaser resides outside Japan.

Article 15 Operation of Auction Site

The Company shall not make any warranty to any person concerning continuous and safe access to this Auction site. The Company shall not be responsible for any damages or losses suffered by any person due to any obstacles in accessing this Auction site caused by factors unforeseeable or uncontrollable by the Company.

To prospective sellers in the Sunrise Auction:

Any prospective seller who wishes to exhibit and sell a property must submit the "Valuation Request Form" prescribed by the Company and conclude, after consultation with the Company, an "Exhibit and Sale & Consignment Agreement" with the Company. Consultation with and assessment by the Company shall be provided free of charge before the conclusion of said agreement. Please contact the Company by either e-mail or facsimile.

Please note:

- (1) this Auction shall be conducted in accordance with the procedure prescribed by the Company;
- (2) Japanese law shall apply to the Auction and any matters related to the Auction, whether the exhibitor resides inside or outside Japan; and
- (3) any disputes arising under or in connection with the Auction shall be settled exclusively in Tokyo District Court, whether the exhibitor resides inside or outside Japan.

Contact

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