拍卖规则重点条款说明

Auction rules — key clauses

把《拍卖规则》里最容易看漏、也最容易起争议的六条摘出来解释。

The six clauses most often missed, and most often argued about.

关于"不保证真伪" On no-warranty

拍卖人作为中介，依《拍卖法》第六十一条在图录与拍卖前声明不能保证拍品真伪或品质时，不承担瑕疵担保责任。这一条的前提是声明确实作出并已公告，未声明的例外情形仍可主张。

Under Article 61 of the Auction Law, an auctioneer that declares before the sale that it cannot warrant a lot carries no defect liability — provided the declaration was actually made and published.

关于"落槌即成交" On the hammer

第五十一条规定竞买应价不得撤回，落槌或以其他公开表示买定的方式确认后成交。现场反悔的，保证金按须知扣抵。

A bid may not be withdrawn; the hammer concludes the sale. Retracting on the floor costs the deposit.

关于"保留价" On the reserve

第二十八条：委托人可与拍卖人约定保留价，拍卖师应当事先说明。未达保留价的最高应价不产生成交效力。

A reserve may be agreed with the consignor and must be announced; the top bid below it does not conclude a sale.

关于"佣金" On commission

第五十六条：佣金比例由双方约定，未约定的，拍卖人不得向买受人收取佣金。本站各专场的比例分段印在图录页脚，并在预展登记台公示。

Commission is by agreement; absent agreement none may be charged from the buyer. Our bands are printed in the catalogue footer and posted at the desk.

关于"委托人参与竞买" On the consignor bidding

第三十条：委托人不得参与竞买，也不得委托他人代为竞买。发现自价抬价的，拍卖无效并可追究责任。

A consignor may not bid, directly or through another; self-bidding voids the sale and carries liability.

关于"逾期不付款" On default

买受人未按期付款的，拍卖人可催告、扣抵保证金、将拍品另行拍卖，再行拍卖的价款低于原成交价时，差额由原买受人补足。

On default we may demand payment, apply the deposit and resell; if the resale falls short, the original buyer makes up the difference.

联系人 / 电话