







Acker













LOT 49 LOT 59

Acker





**LOT 81** LOT 90 Acker SINCE 1820

# Now There's Always Something to Bid On.

# A New Web Auction. Every Week.

# Weekly Web Auctions – New Wines Added Each Week

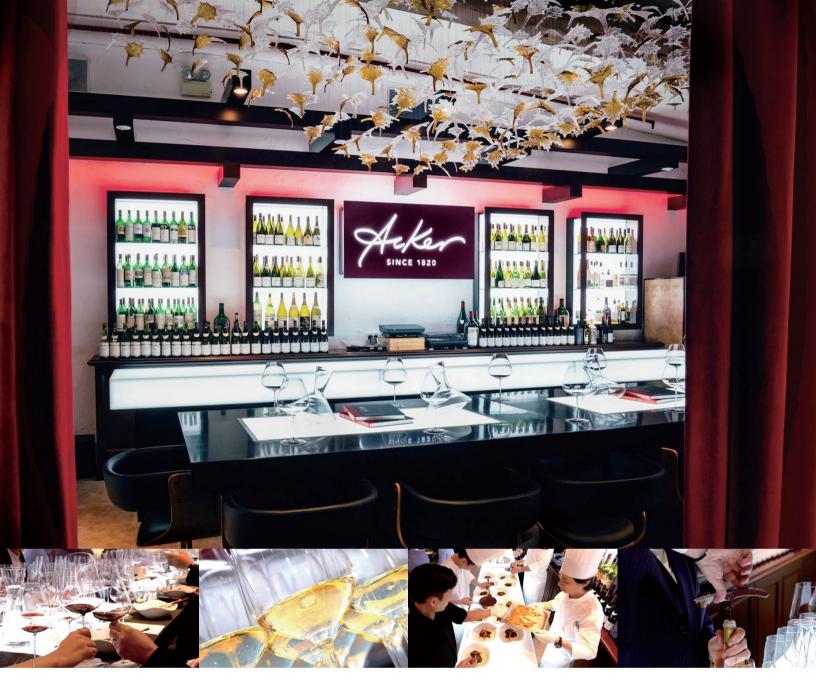
Acker is thrilled to announce that we'll be doing even more of what we do best. **Acker's web auctions will now be held weekly**, so there is always wine to bid on at Acker – bringing the best wines in the world to the most passionate wine lovers in the world, each and every day of the week.

Spanning Monday to Sunday (starting at 12am ET Monday and closing at 8pm ET the following Monday) – there will always be something new and special up for bidding.

so you can bid today, bid tomorrow – bid every day – at **ackerwines.com**To include your wine in an upcoming auction, email **appraisals@ackerwines.com** 

bidlive.ackerwines.com





### THE LAST DROP CLUB

ACKER ASIA'S LUXURY TASTING ROOM

The Last Drop Club is Acker Asia's members-only tasting club and luxury tasting room, located in Kennedy Town, Hong Kong.

Featuring a beautifully appointed space with gorgeous artwork and warm, elegant finishes,

The Last Drop Club has every amenity needed for a first-class wine experience, delivered in Acker's signature style.

To get more information or to enroll in The Last Drop Club,

events@ackerasia.com | 852.2525.0538

Acker SINCE 1820



#### 場外出價

欲透過傳真、電郵或電話方式參與競投的人士請注意以下事項

#### 若閣下有意透過傳真作出競投:

請把場外出價表格傳真至 +852.2525.0598。

#### 若閣下有意透過電郵作出競投:

請於2022年10月28日 (星期五) 香港時間晚上9時前把場外出價表格電郵至info@ackerasia.com。

在發送傳真或電郵前,請確保閣下已填妥場外出價表格上各項的所需資料。

請勿郵遞閣下的場外出價表格。

#### 若閣下有意透過電話作出競投:

請於香港時間星期一至星期五上午10時至下午6時致電我們的香港辦事處 +852.2525.0538 或 紐約辦事處 +1.212.787.1700 以出價。請閣下在致電時準備好出價以及信用卡。

#### 若閣下有意在進行拍賣時透過電話作出競投:

我們只接受已預約的電話競投。請於2022年10月28日(星期五)香港時間晚上9時前把場外出價表格傳真至+852.2525.0598。請於場外出價表格的上方註明「電話」二字,並註明閣下希望參與競投時所選用的語言。

#### 有關電話競投的限制:

- 電話競投只是出於好意提供, Acker Merrall & Condit (Asia) Ltd 並不保證能夠成功聯絡上電話競投者。
- 如有可能,電話競投者應盡可能留下一個「緊急競投價」,以應付電話無法接通的情況。
- 參與所有競投的人士必須附上信用卡號碼、到期日及簽署。

Office Use Only



#### ABSENTEE BIDS 場外出價

- 名貴稀有烈酒 ~ SALE HK 222A-WS
- 將於2022年10月29日(星期六)下午3:00時 線上直播拍賣會 -BidLive.AckerWines.com 舉行

			依次列出閣下之出價。本公司 據下一出價增額更改的權利
DISTILLED			 英文 □ 普通話 □ 廣東話
W W W . A C K E R A S I A . C O M	□ 本人以美 五入至下	元競投(如下),本人明白 一個以港元計最接近的增額	3以美元計的競投價將四捨
姓名 (先生/女士/太太)		貨批編號 或(請用括弧)	港幣出價 (請留意下列出價增額)
地址			
日間聯絡電話			
傳真			
電郵			
信用卡			
屆滿日期保安編號 (信用卡號碼後的3至4個數字)			
簽名			
本人清楚明白,如本人成功競投,須支付的購買價包括最終出價、加」終出價百分之二十四點五(24.5%)的佣金以及任何須收取的適用稅項。 人未有在三十(30)個工作天內以支票或電匯付款,請從本人的信用卡斯扣除所有應付費用。	上最 如本 長戶		
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閣下有否參與過本拍賣行之競投: □有 □沒拍賣編號	沒有		以下網址競投 erasia.com

□ 這是我首次參加AMC / Acker Asia 拍賣會。現附上有效之中華人民共和國 / 香港身份證副本 (底及 面) 或由其他政府簽發之有效身份證明文件副本 (底及面),例如護照、車牌等



#### ABSENTEE BIDS

For those who wish to bid by fax, e-mail, or phone:

#### If you wish to bid via fax:

Please fax your bids to +852.2525.0598.

#### If you wish to bid via e-mail:

Please e-mail your bids to info@ackerasia.com prior to 9:00pm Hong Kong time on Fri., Oct. 28th, 2022.

Be sure to include all information required on the Absentee Bid Form in your transmission.

#### DO NOT SEND YOUR BIDS BY REGULAR MAIL.

#### If you wish to phone in your bids:

Please contact our office between the hours of 10:00am and 6:00pm Hong Kong time, Monday through Friday, at +852.2525.0538 (Hong Kong) or +1.212.787.1700 (New York) and ask to place some bids. Please have your bids ready, as well as a credit card.

#### If you wish to bid by phone during the auction:

Phone bids will be accepted on an appointment basis only. Please fax your Absentee Bid Form to +852.2525.0598 by 9:00pm Hong Kong time on Friday, October 28th, 2022. Please print the word TELEPHONE at the top of your Absentee Bid Form and all LANGUAGES in which you wish to bid.

#### Restrictions regarding phone bidding:

- Phone bidding is offered as a courtesy, and no guarantee of successfully contacting the phone bidder is made by Acker Merrall & Condit (Asia) Ltd.
- When possible, phone bidders are urged to leave "emergency bids" in the event phone contact cannot be established.
- All bids must be accompanied by a credit card number, expiration date and signature.

# Office Use Only



NAME MR./MS./MRS.

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**D**AYTIME **TELEPHONE** 

 $F_{AX}$ 

E-MAIL

CREDIT CARD

**EXPIRATION** 

(Please circle one)

#### ABSENTEE BIDS

- Fine and Rare Spirits ~ Sale 222A-WS
- Saturday, October 29th, 2022 at at 3:00pm Live Online BidLive.AckerWines.com
- Please print clearly, and place bids in sequential order. We reserve the right to round any off-increment bid to the next highest increment, as outlined below.

	☐ I AM SUBMITTING WRITTEN BIDS ☐ I AM SUBMITTING PHONE BIDS. TEL #  Please select your language preference below: ☐ ENGLISH ☐ MANDARIN ☐ CANTONESE					
		I am bid be roun	ding in US ded to the n	dollars and ext highest	under HK d	rstand that all my bids wil lollar increment.
			L Either/Or (	ot # Please Brack	cet)	Bid in HK\$ (note increments)
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#### (3 or 4 digit number located on back of card) SIGNATURE \*Credit Card References must be included on this form I understand that if my bid is successful, the purchase price payable will be the sum of the final bid, plus a premium of twenty-four and one half percent (24.5%) of the final bid, together with any applicable taxes required to be collected. Please charge all purchases to

SECURITY CODE #

my credit card account if I do not remit payment by cheque or wire transfer within thirty (30) business days.

Acker, Merrall & Condit (Asia) Limited ("AMC") is authorized to bid on these Lots up to the price listed in the "Bid/\$" column. All bids must be received by prior to the start of the auction. Credit card information must be included on this form. AMC does not charge for this confidential bidding service with the understanding that any

failure to exercise bids or error in doing so shall not be the responsibility of AMC or its

Payment for successful bids must be forwarded upon receipt of invoice. By bidding at auction, Buyer agrees that Buyer has read and agrees to the Buyer's

Conditions of Sale Agreement in this catalogue and the instruments captioned (i)

Collection and Shipment of Wines, (ii) Bottle Description, and (iii) Absentee Bids published by AMC and in effect from time to time, and which are incorporated herein by reference as part of this Agreement, and Buyer agrees that the above shall become the legal, valid, and binding obligation of Buyer, enforceable in accordance with their terms.

In case of any conflict between the English and Chinese versions of this document, the English version shall prevail.

HAVE YOU BID WITH US BEFOR	E? YES No
SALE NUMBER:	Paddle Number:

#### BIDDING INCREMENTS IN HK\$

0-8000	400
8000-16000	800
16000-40000	2000
40000-80000	4000
80000-160000	8000
160000-400000	20000
400000-800000	40000
800000 and above	80000

Bids are also accepted on our website at www.ackerasia.com

This is my first time bidding with AMC / Acker Asia. I have attached a copy (front & back) of my valid People's Republic of China / HK Identity Card or other government issued identification (passport)



#### LIVESTREAM ONLINE - BidLive.AckerWines.com **LOTS 1-130** SATURDAY, OCTOBER 29TH, 2022 AT 3:00pm

即時網上拍賣直播 - BidLive.AckerWines.com 第1至130批 2022年10月29日,星期六,下午3時







LOT 1

LOT 2

LOT 3

Clyneslish - 24 Year Old -

That Boutique Whisky Company

#### 1 Ardbeg - 13 Year Old -That Boutique Whisky Company

2cm bc, bottled by That Boutique Whisky Company, aged 13 years, batch 9, one of 266 bottles, 50.4%abv 1 500ml

per lot HK\$1600-2400

#### 1 500ml per lot US\$220-300

aged 24 years, batch 4, one of 267 bottles, 49.7%abv per lot US\$420-550

2cm bc, bottled by That Boutique Whisky Company,

per lot HK\$3200-4400

#### 2 Bunnahabhain - 11 Year Old - That Boutique Whisky Company

2cm bc, bottled by That Boutique Whisky Company, aged 11 years, batch 10, one of 222 bottles, 49.5%abv

1 500ml per lot US\$80-110

per lot HK\$600-900



#### 4 Glen Grant 1957 - 60 Year Old - Gordon & MacPhail

5cm bc, distilled 1957 by Glen Grant Distillery and bottled 2017 by G&M into a crystal decanter with matching stopper. Matured for 60 years in sherry cask. Cask number 3506, bottle number 28 of 46. 1x1 owc. 42.5%abv

1 700ml

per lot US\$10000-14000 per lot HK\$80000-112000







LOT 5 LOT 6 LOT 7

#### 5 Glendronach 1994 - 26 Year Old - Csak#7456

3.4cm bc, distilled 1994 and bottled 2020 by Glendronach. Aged 26 years in Oloroso Sherry Cask. Cask 7456, one of 676 bottles, 1x1 ogb, 51.4%abv

1 700ml per lot US\$450-600 per lot HK\$3600-4800

#### 6 Glendronach 1992 - 27 Year Old - Cask #6049

3cm bc, distilled 1992 and bottled 2020 by Glendronach. Aged 27 years in Pedro Ximemez Cask. Cask 6049, one of 694 bottles, 1x1 ogb, 49.2%abv

1 700ml per lot US\$550-750 per lot HK\$4400-6000

#### 7 Glenfarclas 1967 - Family Cask - Cask 6357

4cm bc, distilled 1967 and bottled 2015 by Glenfarclas. Aged in sherry cask, cask 6356. One of 520 bottles, 1x1 owc, 54.3%abv

1 700ml

per lot US\$2400-3200 per lot HK\$18000-24000



#### Glenfiddich - 40 Year Old -**Rare Collection 1st Edition**

5cm bc, distilled and bottled 2000 by Glenfiddich Distillery. Outturn 600 bottles. Signed by David Stuwart the Master Blender of Glenfiddich, 1x1 owc. 43.6%abv 1 700ml per lot US\$4000-6000

per lot HK\$32000-48000



#### 9 Highland Park - 50 Year Old - 2018 Release

1 700ml

3cm bc, distilled and bottled 2018 by Highland Park Distillery. Matured over 50 years. Sherry hogshead. Bottle number 125 of 274. Comes with a crystal decanter encased in silver-plated metal. Ts, 1x1 700ml owc. 42.5%. ABV

> per lot US\$30000-35000 per lot HK\$240000-280000





LOT 11

#### That Boutique Whisky Company -25 Year Old - Islay #2

2cm bc, bottled by That Boutique Whisky Company, aged 25 years, batch 2, one of 31247 bottle, 48.7%abv 1 500ml per lot US\$280-350

per lot HK\$2200-2800

#### 11 Ledaig - 19 Year Old -**That Boutique Whisky Company**

2cm bc, bottled by That Boutique Whisky Company, aged 19 years, batch 4, one of 11121 bottles, 46%abv

1 500ml

per lot US\$140-180 per lot HK\$1000-1400



#### 12 Linkwood 1953 - 61 Year Old -Gordon & MacPhail Private Collection Ultra

6cm bc, distilled 1953 by Linkwood Distillery and released 2014 by Gordon & MacPhail into the Private Collection series. Matured over 61 years in cask #279. Outturn 55 bottles. Crystal decanter with wooden case. 1x1 ogb. 49.4%abv

1 700ml

per lot US\$9000-12000 per lot HK\$72000-96000





LOT 13 LOT 14

#### Port Charlotte - 13 Year Old -**That Boutique Whisky Company**

2cm bc, bottled by That Boutique Whisky Company, aged 13 years, batch 6, one of 1317 bottles, 52.7%abv 1 500ml

per lot US\$240-320 per lot HK\$1800-2600

#### Strathisla 1957 - 57 Year Old -Gordon & MacPhail Private Collection Ultra

6cm bc, distilled 1957 by Strathisla Distillery and released 2014 by Gordon & MacPhail into the Private Collection series. Matured over 57 years. Outturn 61 bottles.

Crystal decanter with wooden case, 1x1 ogb. 51.6%abv 1 700ml per lot US\$6500-8500 per lot HK\$52000-68000







**LOT 16** 

#### 15 Michter's Rye - 10 Year - Single Barrel

3cm bc, distilled and bottled by Michter's Distillery, aged 10 years in american white oak.
Barrel no. 18E580, 46.4%abv

1 bottle per lot US\$240-320 per lot HK\$1800-2600

#### 16 Macallan - Oscuro

bn, distilled and bottled by Macallan distillery, aged in oloroso sherry casks.

1x1 bottle bespoke presentation case, 46.5% abv

1 700ml per lot US\$1500-2000 per lot HK\$12000-16000

#### 7 NO LOT







LOT 18 LOT 19 LOT 20

#### 18 Macallan - 21 Year Old Fine Oak

3- 4cm bc, distilled and bottled by Macallan Distillery, aged 25 years in bourbon and sherry oak. 3x1 ogb, 43%abv

2 700mls

per lot US\$3500-5000 per lot HK\$28000-40000

#### 19 Macallan - 25 Year Old Fine Oak

3- 4cm bc, distilled and bottled by Macallan Distillery, aged 25 years in bourbon and sherry oak. 3x1 ogb, 43%abv

3 700mls

per lot US\$5500-7500 per lot HK\$44000-60000

#### 20 Macallan - 25 Year Old Sherry Oak

3- 4cm bc, distilled and bottled by Macallan Distillery, aged 25 years in sherry oak. 3x1 ogb, 43%abv

3 700mls

per lot US\$8000-11000 per lot HK\$64000-88000









#### 21 Macallan 1987 - 32 Year Old - Rare Cask

2cm bc, distilled 1987 and bottled 2019 by Rare Cask, aged 32 years in cask no.2, outturn 303 bottles only, 2x1 owc, 47.1%abv

2 700mls

per lot US\$7500-10000 per lot HK\$60000-80000

#### 22 Macallan 1988 - 30 Year Old - Rare Cask

3cm bc, distilled 1988 and bottled 2018 by Rare Cask, aged 30 years in sherry cask no.18, outturn 633 bottles, 2x1 owc, 53.6%abv

2 700mls

per lot US\$7000-9000 per lot HK\$56000-72000



**LOT 23** 



**LOT 24** 

#### 23 Remy Martin - Louis XIII c.1980's

4cm bc, cristal de sevres decanter with stopper, bottle number GF1158, 1x1 bottle ogb, 40%abv

1 700ml per lot US\$1600-2200 per lot HK\$12800-16000

#### 24 Remy Martin - Louis XIII c.1970's

5cm bc, Baccarat crystal decanter with stopper, bottle number EP7557, 1x1 bottle ogb, 40%abv

1 700ml

per lot US\$2000-2800 per lot HK\$16000-22000





LOT 25 LOT 26

#### 25 Martell - L'Or Jean

3cm bc, distilled and bottled by Martell.
a unique blend of 400 rare eaux de vies,
bottled in a decanter from cristal de sevres, 40 %abv

1 700ml per lot US\$2000-2800
per lot HK\$16000-22000

#### 26 Glenlivet 1968 - 45 Year Old - Alexander & Murray

4cm bc, distilled 1968 and botted by Alexander & Murray Co., aged 45 years in oak cask. 40%abv

1 bottle per lot US\$800-1100
per lot HK\$6400-8800

Acker Merrall & Condit (Asia) Ltd., 3/F China Merchants Godown B,18 Sai Ning Street, Kennedy Town, HK . Tel. +852.2525.0538 . Fax +852.2525.0598 . Email: info@ackerasia.com 23



#### Lot 27 - 28A Hand Picked Whisky Casks from Scotland

In this spirits auction, we would like to bring to your attention 3 different whisky casks for your bidding pleasure. These 3 casks offer household names in the market and present some of the most classic of styles of the finest Scotch around. The quality of whisky is topnotch and affords any buyer with an enjoyable dram for everyday drinking or special occasion, or as an investment for the future. As you know whisky casks are now a trending investment tool, many times with incredible returns. These 3 casks will be a welcome to any cellar or portfolio alike.

The 3 casks listed below are resting in professional storage in Scotland. Acker will assist all winners and guide all winners with further storage, bottling with your name or company name, gifting, etc. We will help make the process easy, and most importantly fun!

- \* Professional guide to transaction of the legal paperwork.
- \* We provide connection to trusted bottler if you want to bottle the whisky.
- \* Extend storage if you wish your whisky would become older.









**LOT 27** 

Nestled 600 feet above sea level at the highest point of the Northern Railway Line in the Highlands, the Ardmore distillery still uses water drawn from a naturally rising spring deep from within the 1,500 foot Knockandy Hill and is the only Highland distillery that produces peated single malts.

This cask is young and energetic at 9 years old, with a well-balanced peaty nose and a rich, fruity body on the palate. It has great ageing potential, which will only enhance the sweet and creamy notes to the finished spirit. Outturn is approximately 187 litres, enough for approximately 250 standard bottles at cask strength. Located in Scotland.

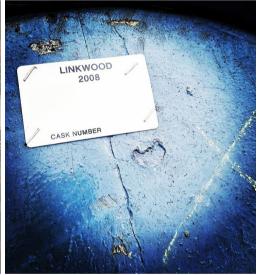
#### 27 Ardmore 2013 - Heavily Peated - Cask 800181

OLA 132.4, distilled 11 December 2013. Aging in barrel, heavily peated, 63.5%abv

1 Cask per lot US\$20000-28000 per lot HK\$160000-220000







**LOT 28** 

Located in Elgin, Speyside, the Linkwood distillery was established over 200 years ago. It draws water from the springs feeding the Millbuies Loch and is currently home to two stillhouses, producing some of the finest spirits in the region.

This 15-year-old hogshead cask is at a very healthy 55% abv and contains approximately 225 litres, enough for approximately 300 bottles at cask strength. Located in Scotland.

#### 28 Linkwood 2008 - Hogshead - Cask 805197

RLA 116, distilled 7 May 2008. Aging in Hogshead, cask #805197, 55%abv

1 Cask

per lot US\$26000-35000 per lot HK\$200000-280000







**LOT 28A** 

Located in Speyside, the Glen Elgin distillery was established in 1898. This wonderful distillery produces a fruity and medium-spiced style of whisky from their 3 wash stills and 3 spirit stills.

This cask is almost 10 years old and currently at 61% abv, meaning it can continue to age gracefully all while imparting a softer and richer note to the finished spirit. It contains approximately 225 litres which would see an outturn of approximately 300 bottles at cask strength. Located in Scotland.

#### 28A Glen Elgin 2012 - Hogsheads - Cask #807438

RLA 128.8, distilled 14 November, 2012. Aging in Hogsheads, estimate 302 bottles, 61%abv

1 Cask per lot US\$16000-20000 per lot HK\$128000-160000















#### 29 The Akksshi 2021 - Shosho - Summer Fades

4cm bc, blended and bottled by Akkeshi Distillery. Released 2021 for 24 Solar Term Serier, 1x1ogb, 48%abv

The Akkeshi 2022 - Daikan - The Peak Of Winter 4cm bc, blended and bottled by Akkeshi Distillery. Released 2022 for 24 Solar Term Serier, 1x1ogb, 48%abv

#### The Akkeshi 2021 - Usui - Rain Water

4cm bc, tc, blended and bottled by Akkeshi Distillery. Released 2021 for 24 Solar Term Serier, 1x1ogb, 48%abv

The Akkeshi 2021 - Boshu - Sowing Of The Grain 4cm bc, distilled and bottled by Akkeshi Distillery. Released 2021 for 24 Solar Term Serier, 1x1ogb, 55%abv

#### The Akkeshi 2021 - Ritto - Winter Begins

4cm bc, blended and bottled by Akkeshi Distillery. Released 2021 for 24 Solar Term Serier, 1x1ogb, 55%abv

The Akkeshi 2022 - Seimei - Radiance of Pure Life 4cm bc, blended and bottled by Akkeshi Distillery. Released 2022 for 24 Solar Term Serier, 1x1ogb, 55%aby

**The Akkeshi 2020 - Kanro - Cold Drops Of Dew** 4cm bc, blended and bottled by Akkeshi Distillery.

Released 2020 for 24 Solar Term Serier , 1x1ogb, 55%abv

Above 7 700mls

per lot US\$2800-3500 per lot HK\$22400-28000











**LOT 31** 

#### Chichibu 2010 - Sherry Hogshead - Cask 2651

4.5cm bc, distilled 2010 and bottled 2017 by Venture whisky for Mitsukoshi Isetan Exclusive, cask 2651, one of 162 bottles. 1x1 ogb, 59%abv

#### Chichibu 2012 - Mizunara Head - Cask 1718

4.5cm bc, distilled 2012 and bottled 2017 (1) by Venture whisky for Mitsukoshi Isetan Exclusive, cask 1718, one of 162 bottles. 1x1 ogb, 59.6%abv

#### Chichibu 2012 - Red Wine Cask - Cask 2275

4.5cm bc, distilled 2012 and bottled 2019 (1) by Venture whisky for Mitsukoshi Isetan Exclusive, cask 2275, one of 110 bottles. 1x1 ogb, 63.3%abv

Above 3 700mls per lot US\$4200-4800 per lot HK\$34000-38000

#### Chichibu 2011 - The Chronicle - Cask 1296

4.5cm bc, distilled 2011 and bottled 2018 by Venture whisky for LMDW, aged 7 years, cask 1296, one of 216 bottles. 1x1 ogb, 58.8%abv

1 700mls per lot US\$1500-2000 per lot HK\$12000-16000

(1)





LOT 33

#### 32 Hibiki 2015 - 21 Year Old -Kacho Fugetsu Limited Edition

3.6 cm bc, blend and bottled 2016 by Suntory whisky company, 2015 limited edition, one of 2000 bottles, 1x1 ogb, 43%abv

1 700ml

per lot US\$1100 – 1500 per lot HK\$8800 -12000

#### 33 Hibiki 2016 - Harmony -Master's Select Limited Edition

3cm bc, blend and bottled 2016 by Suntory whisky company, 1x1 ogb, 43%abv

1 700ml

per lot US\$350-500 per lot HK\$2800-4000





#### Hibiki 2018 - Harmony -**30th Anniversary Limited Edition**

3.8 cm bc, (1)

blended and bottled by Suntory whisky limited. Released 2018 for 30th anniversary limited edition release, 1x1ogb, 43%abv

#### Hibiki 2021 - Harmony -Ryusui Hyakka Limited Edition

3.3 cm bc, **(1)** 

blended and bottled by Suntory whisky limited. 2021 limited edition release, 1x1ogb, 43%abv

Above 2 700mls per lot US\$2200-3000 per lot HK\$16000-24000













**LOT 35** 

#### 35 Hibiki - 21 Year Old

6-3.5cm bc, blended and bottled by Suntory whisky company, 6x1 ogb, 43%abv

6 700mls

per lot US\$5500-7500 per lot HK\$44000-60000









#### 36 Karuizawa 2000 - Flower and Bird - Cask 7550

4.5cm bc, distilled 2000 and bottled 2018 in to flower and bird series. Aged in sherry cask, cask 7550, one of 514 bottles.1x1 ogb, 62.2%abv

#### Karuizawa 2000 - Flower and Bird - Cask 7608

4.5cm bc, distilled 2000 and bottled 2018 in to flower and bird series. Aged in sherry cask, cask 7608, one of 479 bottles.1x1 ogb, 62%abv

#### Karuizawa 2000 - Flower and Bird - Cask 7377

4.5cm bc, distilled 2000 and bottled 2018 in to flower and bird series. Aged in sherry cask, cask 7377, one of 498 bottles.1x1 ogb, 61.6%abv

#### Karuizawa 2000 - Flower and Bird - Cask 507

4.5cm bc, distilled 2000 and bottled 2018 in to flower and bird series. Aged in sherry cask, cask 507, one of 483 bottles.1x1 ogb, 62.9%abv

4 700mls

per lot US\$16000-22000 per lot HK\$128000-160000





# 37 Karuizawa 2020 - 36 Year Old Sapphire Geisha - Cask 5077

3cm bc, distilled and bottled 2020 by Elixir Distillers, aged 36 years in sherry cask. One of 105 bottles, 1x1 owc,61.2%abv

## Karuizawa 2020 - 31 Year Old Sapphire Geisha - Cask 3558

3cm bc, distilled and bottled 2020 by Elixir Distillers, aged 31 years in sherry cask. One of 146 bottles, 1x1 owc, 58.9%abv

2 700mls

per lot US\$60000-80000 per lot HK\$480000-640000



#### Mars Kotmagatake 1989 -23 Year Old Cask Strength - Cask 1016

2.6 cm bc, distilled 1989 and bottled 2012 by S hishu Mars Distillery, aged in cognac cask. Cask 1016, bottle 149 of 264. 1x1 ogb, 63.5%abv

1 700ml

per lot US\$2600-3500 per lot HK\$20800-28000









LOT 39 LOT 40

LOT 41

# 39 Mars Komagatake 2015 - Always Christmas

3cm bc, distilled 2015 and bottled 2020 by Mars ShinShu Distillery for Sake Shop Sato,

1 700ml per lot US\$750-1000 per lot HK\$6000-8000

# 40 Mars Komagatake 2016 -Ken's Choice Kanade Shamisen

3.6cm bc, distilled and bottled 2016 by Mars Shinshu Distillery for Ken's Bar, cask 3325. 1x1 ogb, 60%abv

1 700ml per lot US\$1500-2000 per lot HK\$12000-16000

# 41 Mars Komagatake 2016 - Tiffany New York Bar

3.8cm bc, distilled 2016 and bottled 2021 by Mars Shinshu Distillery for Tiffany New York Bar in Hong Kong, cask 3365, one of 265 bottles. 1x1 ogb, 60%abv

2 700mls per lot US\$1100-1500 per lot HK\$8800-12000



# 42 Yamazaki 1994 - Vintage Malt

5cm bc, distilled 1994 and bottled 2004 by Yamazaki distillery into Vintage malt, 1x1 ogb, 56%abv

1 700ml

per lot US\$4200-6000 per lot HK\$34000-48000





# 43 Yamazaki 2020 - Spanish Oak

3cm bc, distilled and bottled by Yamazaki distillery, (1) annuel release of 2020, aged in spanish oask ex sherry cask, 1x1 ogb, 48%abv

# Yamazaki 2022 - Spanish Oak

3cm bc, distilled and bottled by amazaki distillery, (1) Yannuel release of 2022, aged in spanish oask ex sherry cask, 1x1 ogb, 48%abv

Above 2 700mls per lot US\$4400-6500 per lot HK\$36000-52000

#### 44 Yamazaki 2021 - Limited Edition

2- 4cm bc, distilled and bottled by Yamazaki distillery, annuel release of 2021, 1x1 ogb, 43%abv

2 700mls per lot US\$1400-1800 per lot HK\$11200-14400









#### Yamazaki 2022 - Mizunara

3cm bc, distilled and bottled by Yamazaki distillery, (1) annuel release of 2022, 1x1 ogb, 48%abv

# Yamazaki 2022 - Peated Malt

3cm bc, distilled and bottled by Yamazaki distillery, (1) annuel release of 2022, 1x1 ogb, 48%abv

# Yamazaki 2022 - Puncheon Cask

3cm bc, distilled and bottled by Yamazaki distillery, (1) annuel release of 2022, 1x1 ogb, 48%abv

# Yamazaki 2022 - Spanish Oak

3cm bc, distilled and bottled by Yamazaki distillery, (1) annuel release of 2022, 1x1 ogb, 48%abv

Above 4 700mls

per lot US\$8800-10000 per lot HK\$70400-80000









**LOT 47** 



**LOT 48** 

# 46 Ardbeg 1975 - Limited Edition

4cm bc, distilled 1975 and bottled 1998 (1) by Ardbeg distillery, 1x1 ogb, 43%abv

#### Ardbeg 1977 - Limited Edition

4cm bc, distilled 1977 and bottled by
Ardbeg distillery, 1x1 ogb, 46%abv

(1)

#### Ardbeg 1978 - Limited Edition

4cm bc, distilled 1978 and bottled 1998 by
Ardbeg distillery, 1x1 ogb, 43%abv

(1)

Above 3 700mls per lot US\$4200-4500 per lot HK\$32000-36000

# 47 Ardbeg 2013 - Kildalton

4cm bc, distilled and bottled by Ardbeg disillery, aged in bourbon and sherry casks, 1x1 ogb, 46%abv

1 700ml per lot US\$500-700
per lot HK\$4000-5600

#### 48 Ardbeg - Scorch - Committee Release

2-3cm bc, distilled and bottled by Ardbeg disillery into 2021 Feis ile committee release, aged in alligator cask refilled, 2x1 ogb, 51.7%abv

2 700mls per lot US\$550-750 per lot HK\$4400-6000



# Glenfarclas 1953 - 58 Year Old

3cm bc, distilled 1953 and bottled 2012 by Glenfarclas distillery, aged 58 yers in 1st fill sherry butt, cask 1674, one of 400 bottles, 1x1 owc, 47.2%abv

1 700ml

per lot US\$6500-8500 per lot HK\$52000-68000







# 50 Highland Pakr - Loki

4cm bc, distilled and bottled 2013 by Highland Park into Valhalla Collection, aged 15 years in spanish sherry and heavily peated cask, limited to 21000 bottles. 1x1 bespoke display, 48.7%abv

# Highland Park - Odin

3cm bc, distilled and bottled 2015 by
Highland Park into Valhalla Collection,
aged 16 years in spanish sherry cask,
limited to 17000 bottles. 1x1 bespoke display, 55.8%abv

# Highland Park - Freya

4.3cm bc, distilled and bottled 2014 by
Highland Park into Valhalla Collection,
aged 15 years in 1st fill bourbon cask,
limited to 19000 bottles. 1x1 bespoke display, 51.2%abv
Above 3 700mls

per lot US\$1200-1600
per lot HK\$9600-12800

(1)







**LOT 52** LOT 51 **LOT 53** 

# Macallan 1977 - 18 Year Old

5cm bc, distilled and bottled by Macallan Distillery, aged 18 years in sherry oak cask, 43%abv 1 700ml per lot US\$4000-6000 per lot HK\$32000-48000

#### 52 Macallan 1967 - 18 Year Old

5.7cm bc, distilled and bottled by Macallan Distillery, aged 18 years in sherry oak cask, Italian importer, 1x1 ogb, 43%abv

1 700ml per lot US\$4000-6000 per lot HK\$32000-48000

#### 53 Macallan 1971 - 18 Year Old

6.3cm bc, distilled 1971 and bottled 1989 by Macallan Distillery, aged 18 years in sherry oak cask, Italian importer, 43%abv

1 700ml per lot US\$3800-4500 per lot HK\$30000-36000







LOT 54 LOT 55 LOT 56

#### 54 Macallan 1972 - 18 Year Old

6.5cm bc, ssos, distilled 1972 and bottled 1990 by Macallan Distillery, aged 18 years in sherry oak cask, 43%abv

1 700ml

per lot US\$2800-3800 per lot HK\$22000-30000

#### 55 Macallan 1974 - 18 Year Old

6 cm bc, distilled 1974 and bottled 1992 by Macallan Distillery, aged 18 years in sherry oak cask, Italian importer, 1x1 ogb, 43%abv

1 700ml

per lot US\$3800-4800 per lot HK\$30000-38000

#### 56 Macallan 1974 - 18 Year Old

5.7cm bc, distilled 1974 and bottled 1992 by Macallan Distillery, aged 18 years in sherry oak cask, Italian importer, 43%abv

1 700ml

per lot US\$3800-4500 per lot HK\$30000-36000

57-58 NO LOTS



# 59 Macallan 1951 - 49 Year Old

4.8 cm bc,distilled 1951 and bottled 2001 by Macallan Distillery, aged 49 years in sherry oak cask, one of 632 bottles 1x1 owc, 48.8%abv

1 700ml

per lot US\$30000-40000 per lot HK\$240000-320000



#### 60 Macallan 1950 - 31 Year Old

5.7cm bc, distilled 1950 and bottled 1981 by Macallan Distillery, aged 31 years in sherry oak cask, Italian importer, 1x1 owc, 43%abv

1 700ml

per lot US\$9000-12000 per lot HK\$72000-96000









LOT 62

# 61 Macallan 1980 - Exception Single Cask #17938

3.4cm bc, distilled 1980 and bottled 2002 by Macallan Distillery, aged in sherry butt, one of 858 bottles, 1x1 orginal tube, 51%abv

1 500ml

per lot US\$3400-4200 per lot HK\$28000-34000

### 62 Macallan 1990 - Elegancia

6cm bc,
distilled and bottled 2002 by Macallan Distillery,
and 12 years in fine and clorose sherry oak cask

aged 12 years in fino and oloroso sherry oak cask, 1x1 ogb, 40%abv

# Macallan 1991 - Elegancia

 $6cm\ bc,$  (1)

distilled and bottled 2003 by Macallan Distillery, aged 12 years in fino and oloroso sherry oak cask, 1x1 ogb, 40%abv

# Macallan 1992 - Elegancia

6cm bc, (1)

distilled and bottled 2004 by Macallan Distillery, aged 12 years in fino and oloroso sherry oak cask, 40%abv

Above 3 1 liters

per lot US\$3800-4500 per lot HK\$30000-36000









# Macallan 2018 - 18 Year Old Sherry Oak

1x1 ogb, 43%abv

4.5cm bc. (1) distilled and bottled 2018 by Macallan Distillery,

Macallan 2019 - 18 Year Old Sherry Oak

4.5cm bc, (1)

distilled and bottled 2019 by Macallan Distillery, 1x1 ogb, 43%abv

# Macallan 2020 - 18 Year Old Sherry Oak

4.5cm bc, (1) distilled and bottled 2020 by Macallan Distillery,

1x1 ogb, 43%abv

# Macallan 2021 - 18 Year Old Sherry Oak

4.5cm bc, (1) distilled and bottled 2020 by Macallan Distillery, 1x1 ogb, 43%abv

Above 4 700mls

per lot US\$2400-3200 per lot HK\$18000-26000





# 64 Macallan 2018 - 25 Year Old Sherry Oak (1) 3cm bc.

distilled and bottled 2018 by Macallan Distillery, aged 25 years in sherry oak cask, 1x1 ogb, 43%abv

# Macallan 2019 - 25 Year Old Sherry Oak (1) 3cm bc,

distilled and bottled 2019 by Macallan Distillery, aged 25 years in sherry oak cask, 1x1 ogb, 43%abv

Above 2 700mls per lot US\$5500-7500 per lot HK\$44000-60000







**LOT 65** 

# Macallan 2018 - Concept No.1

3cm bc, distilled and bottled by Macallan (1) distillery for travel retail exclusive. 2018 release, aged in sherry and ex-bourbon cask, total release of 84000 bottles. 1x1 ogb, 40%abv

#### Macallan 2019 - Concept No.2

2.5cm bc, distilled and bottled by Macallan (1) distillery for travel retail exclusive. 2019 release, aged in sherry seasoned american oak cask, total release of 100000 bottles. 1x1 ogb, 40%abv

# Macallan 2020 - Concept No.3

3cm bc, distilled and bottled by Macallan (1) distillery for travel retail exclusive. 2020 release, aged in sherry, bourbon and american oak cask, 1x1 ogb, 40.8%abv

Above 3 700mls per lot US\$1300-1700 per lot HK\$10400-13600

#### Macallan 2020 - Classic Cut

3- 3.5cm bc, distilled and bottled by Macallan Distillery into classic cut collection, 2020 annuel release. 3x1 ogb, 55%abv

3 700mls

per lot US\$700-900 per lot HK\$5600-7200









# 67 Macallan 2019 - 18 Year Old Triple Cask

6- 3.3cm bc, (6)

distilled and bottled by Macallan distillery. Aged in seasoned american, european oak and ex-bourbon cask for 18 years, 4x1 ogb, 43%abv

#### Macallan 2021 - 18 Year Old Double Cask

4-3.6 cm bc, (4)

distilled and bottled by Macallan distillery.

Aged in sherry seasoned amercian and european oak for 18 years, 6x1 ogb, 43% abv

Above 10 700mls per lot US\$3500-5000 per lot HK\$28000-40000

# 68 Macallan 2017 - Quest

6-3 cm bc, distilled and bottled by Macallan distillery for travel retail exclusive. 2017 release, aged in 4 different european and american oak cask, 6x1 ogb, 40%abv

6 1 liters

per lot US\$650-850 per lot HK\$5200-6800



LOT 68



**LOT 69 LOT 70** 

#### Macallan - 10 Year Old Fine Oak 69

6-3.8cm bc, distilled and bottled by Macallan Distillery, aged 10 years, 6x1 ogb, 40%abv

6 700mls per lot US\$950-1200 per lot HK\$7600-9600

#### Macallan - 12 Year Old Gran Reserva

6 - 4cm bc, distilled and bottled by Macallan distillery. Taiwan back label, 6x1 ogb, 43%abv

6 700mls

per lot US\$5500-7500 per lot HK\$44000-60000

















**LOT 72** 

**LOT 71** 

# 71 Macallan - 12 Year Old Fine Oak

3- 3cm bc, distilled and bottled by Macallan distillery, Aged in seasonsed european oak, sherry and amercain oak cask. 3x1 ogb, 43.8%abv

# Macallan - 12 Year Old Sherry Oak

3- 3cm bc, (3) distilled and bottled by Macallan distillery.
Aged in sherry cask for 12 years, 3x1 ogb, 43% abv

Above 6 700mls per lot US\$1000-1400 per lot HK\$8000-11200

#### 72 Macallan - 1824 Collection - Estate Reserve

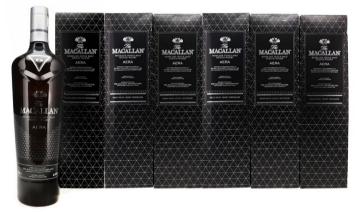
4.5cm bc, distilled and bottled by Macallan Distillery, 1x1 ogb, 45.7%abv

#### Macallan - 1824 Collection - Select Oak

4.5cm bc, distilled and bottled by Macallan Distillery, 1x1 ogb, 40%abv

Above 1 700ml per lot US\$500-700 and 1 1 liter per lot HK\$4000-5600





**LOT 74** 

**LOT 73** 

# Macallan - A Night On Earth in Scotland

6-2.5cm bc, distilled and bottled by Macallan distillery, seasonal release bottled 2021, in collaboration with artist Erica Dorn, 6 x1 bottle ogb, 40%abv 6 700mls

per lot US\$950-1200 per lot HK\$7600-9600

# 74 Macallan 2018 - Aera

12-3.5cm bc, distilled and bottled 2018 by Macallan Distillery for Taiwan market, aged in sherry seasoned cask, 12x1 ogb, 40%abv 12 700mls per lot US\$1900-2400 per lot HK\$15200-20000













# 75 Macallan - Edition 1 - 6

6- 4.5cm bc , distilled and bottled by Macallan Distillery into the Edition series. 6 x 1 bottle ocb, 48.1%, 48.2%, 48.3%, 48.4%, 48.5% and 48.6% abv 6 700mls per lot US\$4000-6000

per lot HK\$32000-48000









**LOT 76 LOT 77** 

# 76 Macallan - Harmony - Rich Coacao

6- 4cm bc, distilled and bottled by Macallan Distillery into Harmony collection, 6x1 ogb, 44%abv

6 700mls per lot US\$2000-2800 per lot HK\$16000-22000

# Macallan 2002 - Replica 1841

3-4cm bc, distilled and bottled 2002 by Macallan distillery into replica collection, 3x1 ogb, 41.7%abv

3 700mls

per lot US\$3200-3800 per lot HK\$26000-30000



**LOT 78** 

# 78 Macallan - Whisky Maker's Edition - Roadster 4 cm bc, distilled and bottled by Macallan Distillery,

1x1 ogb, 42.8%abv

# Macallan - Whisky Maker's Edition - Locomotive

4 cm bc, distilled and bottled by Macallan Distillery, 1x1 ogb, 42.8%abv

# Macallan - Whisky Maker's Edition - Propellar Plane

4 cm bc, distilled and bottled by Macallan Distillery, 1x1 ogb, 42.8%abv

# Macallan - Whisky Maker's Edition - Ocean Liner

4 cm bc, distilled and bottled by Macallan Distillery, 1x1 ogb, 42.8%abv

4 700mls

per lot US\$1300-1600 per lot HK\$10400-12800









LOT 79

# Macallan 2017 - Enigma

4cm bc, distilled and bottled by Macallan (1) distillery for travel retail exclusive. 2017 release, aged in 1st fill european and spanish sherry cask, 1x1 ogb, 40%abv

### Macallan 2017 - Lumina

3.5cm bc, distilled and bottled by MacallaxOT 79 **(1)** distillery for travel retail exclusive. 2017 release, aged in european and american shery cask. 1x1 ogb, 41.3%abv

#### Macallan 2019 - Aurora

3cm bc, distilled and bottled by Macallan **(1)** distillery for travel retail exclusive. 2019 release, aged in 4 different european and american oak cask, 1x1 ogb, 40%abv

### Macallan 2017 - Terra

3.5cm bc, distilled and bottled by Macallan **(1)** distillery for travel retail exclusive. 2017 release, aged in 1st european and american sherry cask. 1x1 ogb, 43.8%abv

Above 3 700mls per lot US\$800-1100 and 1 1 liter per lot HK\$6400-8800

# 80 Macallan - Edition No. 3

6-4cm bc, distilled and bottled 2017 by Macallan Distillery, 6x1 ogb, 48.3%abv

6 700mls per lot US\$2200-3000 per lot HK\$16000-24000



LOT 80





LOT 82

81 Macallan 1950 - 25 Year Old - Gordon & Macaphail
4.8cm bc, distilled 1950 and bottled by Gordon &
Macaphail, aged 25 years in sherry oak cask, 43%abv
1 700ml per lot US\$4700-6000
per lot HK\$38000-48000

Macallan 1959 - 15 Year Old - Gordon & Macaphail
5.5 cm bc, distilled 1959 and bottled by Gordon
& Macaphail, aged 15 years in sherry oak cask, 43%abv
1 700ml per lot US\$3800-4800
per lot HK\$30000-38000









**LOT 85 LOT 84 LOT 83** 

#### 83 Macallan 1977 - 18 Year Old -**Douglas Laing Old & Rare Platinum**

4cm bc, distilled by Macallan distillery 1977 and aged 27 years bottled 2004 by Douglas Laing into old & rare the platinum selection. One of 211 bottles, 1x1ogb, 49.6%abv

1 700ml

per lot US\$2200-3000 per lot HK\$16000-24000

#### 84 Macallam 1986 - 17 Year -

#### The McGibbon's Provenance Summer Distillation

4.5cm bc, distilled 1986 and bottled 2004 by Douglas McGibbon & Co., aged 17 years, cask DMG 748, 1x1 ogb, 55.2%abv

# Macallan 1990 - 14 Year -

# The McGibbon's Provenance Summer Distillation

5.5 cm bc, distilled 1990 and bottled 2004 by Douglas McGibbon & Co., aged 14 years, cask DL REF 976-981, 1x1 ogb, 46%abv

Above 2 700mls

per lot US\$1000-1400 per lot HK\$8000-11200

**(1)** 

**(1)** 

# Macallan 1988 - 18 Year Old - Silver Seal

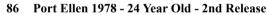
5cm bc, distilled by Macallan distillery and bottled 2006 by Silver Seal into Sestante collection, one of 300 bottles. 1x1 ogb, 57.1%abv

1 700ml

per lot US\$1200-1600 per lot HK\$9600-12800



**LOT 86** 



5cm bc, ssos, distilled 1978 and bottled 2002 by Port Ellen distillery into Diageo special releases, aged 24 years. One of 12000 bottles, 1x1 ogb, 59.35%aby

1 bottle

per lot US\$2600-3500 per lot HK\$20000-28000



# 87 Springbank 1965 - 30 Year Old - Hart Brothers

4.5cm bc, distilled 1965 and bottled 1995 by Hart Brothers into finest collection. Aged 30 years, one of 120 bottles, 1x1 original tube, 43%abv

1 700ml

per lot US\$3000-4000 per lot HK\$24000-32000



# Remy Martin - Louis XIII c.1960's

ts, distilled and bottled by Remy martin. Baccarat crystal decanter with stopper. 1x1 ogb, 40%abv

1 700ml

per lot US\$2200-3000 per lot HK\$16000-24000

# 89 NO LOT







LOT 91

# 90 Longmorn 1966 - 53 Years Old - Gordon Macphail

5cm bc, distilled 1966 ad bottled 2019 by Gordon Macphail. Aged 53 years in first fill sherry butt, cask 610, one of 398 bottles, 1x1 owc, 46%abv

1 700ml

per lot US\$5500-7500 per lot HK\$44000-60000

# 91 Glenrothes 1989 - 25 Year - The maltman - Cask 7476

2.5cm bc, distilled 1989 and bottled by Meadowide (1) Blending Company into The Maltman.
Cask 7476, 1x1 owc, 46%abv

# Macallan 1989 - 25 Year - The maltman - Cask 2813

3cm bc, distilled 1989 and bottled by
Meadowide Blending Company into The
Maltman. Cask 2813, 1x1 owc, 47.1%abv

Above 2 700mls

per lot US\$5000-7000 per lot HK\$40000-56000





# 92 Hibiki 2014 - 21 year old - Ceramic Arita Decanter

4cm bc, aged 21 years and bottled by Suntory Limited. 1x1 owc, 43%Abv

1 600 ml

per lot US\$5500-7500 per lot HK\$44000-60000

# 93 Hibiki - 17 year old - Egret White Heron Beckons

3cm bc, aged 17 years and bottled by Suntory Limited. One of 2000 bottles, 1x1 ogb, 43%abv

1 700ml

per lot US\$2800-3800 per lot HK\$22000-30000



# 94 Macallan 2019 - M Decanter

4cm bc, distilled and bottled by Macallan into M decanter serier. Bottle special made by Lalique Crystal. Limited to 2665 bottles, 1x1 bespoke case, 45.9% abv.

1 700ml per lot US\$4000-6000 per lot HK\$32000-48000





#### Karuizawa 1999/ 2000 - Cocktail Series - Cask 2565 95

4.5cm bc,

distilled 1999 & 2000 bottled 2012 by Karuizawa Distillery for Tokyo international bar show 2012. Cask 2565, 61.6%abv

1 700ml

per lot US\$2800-3800 per lot HK\$22000-30000

#### 96 Karuizawa 1999/2000 - Cocktail Series - Cask 7698

4.5cm bc,

distilled 1999 & 2000 bottled 2012 by Karuizawa Distillery for Tokyo international bar show 2012. Cask 7698, 61.7%abv

1 700ml

per lot US\$2800-3800 per lot HK\$22000-30000

# 97 Lafite Rothschild - Tres Vieille Reserve

4cm bc, distilled and bottled by Lafite Rothschild, Italian import label. 1x1 bottle ogb, 40.5%abv

1 700ml

per lot US\$1200-1600 per lot HK\$9600-12800









LOT 98 LOT 100 LOT 101

# 98 Glen Keith 1997 - 21 Year Old - Samaroli #72629

2.8 cm bc, distilled 1997 and bottled 2017 by Samaroli. Cask 72629, one of 390 bottles. 1x1 ogb, 45%abv

1 700ml per lot US\$550-750

per lot HK\$4400-6000

# 99 Glenfiddich 1980 - Specal Reserve

2.5cm bc, distilled 1980 and bottled by Glenfiddich. Specail crystal decanter bottling, 43%abv

1 bottle per lot US\$800-1100

per lot HK\$6400-8800

# 100 Croizet B. Leon 1936 - Borderies

4cm bc, distilled 1936 and bottled 1997 by Croizet, bottle number 1048. 1x1 owc,40%abv

1 700ml per lot US\$1600-2200

per lot HK\$12800-18000

# 101 Delamian 1949 - Grande Champagne

4.5cm bc, distilled 1949 and bottled by Delamain. 40%abv

1 700ml per lot US\$1300-1700

per lot HK\$10400-13600









**LOT 102 LOT 103 LOT 104 LOT 105** 

# 102 Hine 1973 - Grande Champagne

4cm bc, distilled 1973 and botted 1996 by Hine, aged in Bristol from 1974. 40%abv

1 700ml per lot US\$600-800 per lot HK\$4800-6400

# 103 Laubade 1970

5cm bc, distilled 1970 and bottled 2014 by Laubade. 1x1 owc, 40%abv

1 700ml per lot US\$500-700 per lot HK\$4000-5600

#### Old Rip Van Winkle - 12 Year Old 104

4cm bcm distilled and bottled by Old Rip Van Winkle, 45.2%abv

1 bottle per lot US\$1100-1500 per lot HK\$8800-12000

# Michter's - Single Barrel Rye

3cm bc, distilled and bottled by Michter's Distillery, (1) barrel number 19E831, 42.3%abv

# Michter's - Small Batch Bourbon

3cm bc, distilled and bottled by Michter's Distillery, (1) batch number 21D1188, 45.6%abv

Above 2 bottles per lot US\$100-140 per lot HK\$800-1000









LOT 106 LOT 107

# 106 James Martin - 20 Year Old - Fine & Rare

1cm bc, blended and bottled by James Martin, aged 20 years, 1x1 ogb 43%abv

1 bottle per lot US\$190-260 per lot HK\$1400-2000

# 107 Suntory - Custom c.1970's

4.5cm bc, (1) blended and bottled by Suntory whisky company, 43%abv

# **Suntory - White**

4cm bc, (1)
blended and bottled by Suntory whisky company,
1xlogb, 40%abv

# Suntory - Excellence c.1980's

4cm bc, (1) blended and bottled by Suntory whisky company, 1x1 ogb, 43%abv

Above 1 760ml per lot US\$400-600 and 2 720mls per lot HK\$3200-4800

#### 108 Karuizawa - 12 Year Old c.1980's

6.5cm bc, distilled and bottled by Karuizawa Distillery, 1x1 ogb, 40%abv

1 720ml per lot US\$1100-1500 per lot HK\$8800-12000



**LOT 108** 













**LOT 110** 

109 Remy Maritn - Cognac De Voyage - Sea Line 1cm bc, distilled and bottled by Remy martin, 40%abv

Remy Martin - Cognac de Voyage - Trek 1cm bc, distilled and bottled by Remy martin, 40%abv

Remy Martin - Cognac de Voyage - Voyage 1cm bc, distilled and bottled by Remy martin, 40%abv

Remy Martin - Cognac de Voyage - Altitude 1cm bc, distilled and bottled by Remy martin, 40%abv 4 350mls

per lot US\$280-320 per lot HK\$2400-2800

#### 110 Otard - 55 Natural Strength c.1990's

3cm bc, distilled and bottled by Otard, **(1)** bottle number 463949, 55%abv

### Otard - XO Gold c.1990's

5cm bc, distilled and bottled by Otard, **(1)** 1x1 ogb, 40%abv

Above 1 700ml per lot US\$240-320 and 1 500ml per lot HK\$1800-2600







# 111 Sempe - 1970's

3cm bc, distilled and bottled By Sempe, bottle in a column still decanter, bottle number #463949, 1xlogb, 40%abv

1 700ml

per lot US\$140-180 per lot HK\$1000-1400

# 112 Baron Duvignac - Napoleon

3cm bc, distilled and bottled by Baron Duvignac, (1) 1x1 ogb, 40%abv

# Chabot - 20 Year Old

3cm bc, distilled and bottled by Chabot, 40%abv (1)
Above 2 700mls per lot US\$220-300
per lot HK\$1600-2400





LOT 113 **LOT 114** 

#### 113 Remy Martin - Louis XIII c.1960's

5cm bc, distilled and bottled by Remy Martin, decanter made by Saint Louis, no.022720, 40%abv

1 700ml

per lot US\$2400-3200 per lot HK\$18000-26000

## 114 Remy Martin - Louis XIII c.1960's

5.3cm bc, distilled and bottled by Remy Martin, decanter made by Baccarat, number 098021, 1x1 ogb, 40%abv1

1 700ml

per lot US\$2400-3200 per lot HK\$18000-26000









LOT 115 LOT 116 LOT 117

#### 115 Hakushu - 12 Year Old

0.5cm bc, (2)
distilled and bottled by Suntory whisky company,
43%abv

#### Yamazaki - 12 Year Old

0.5cm bc,
distilled and bottled by Suntory whisky company,
43%abv

#### Hibiki - 17 Year Old

0.5cm bc, (4) blended and bottled by Suntory whisky company, 43%abv

#### Hibiki - 12 Year Old

0.5cm bc, (1) blended and bottled by Suntory whisky company, 43%abv

Above 8 50mls per lot US\$450-600 per lot HK\$3600-4800

## 116 Suntory 2000 - Royal 12 Year Old - Year Of Dargon

3cm bc, blended and bottled by Suntory whisky company into Zodiac collection, 1x1ogb, 43%abv

1 600 ml per lot US\$130-170 per lot HK\$1000-1400

#### 117 Suntory 1981 - Pure Malt

4cm bc, distilled 1981 and bottled by Suntory Whisky Compnay, 43%abv

1 700ml per lot US\$450-600 per lot HK\$3600-4800











LOT 119

(3)

#### 118 Hibiki - 17 Year Old - Lion Crest

0.5cm bc. **(2)** 

blended and bottled by Suntory whisky company, 43%abv

#### Yamazaki - 12 Year Old - Pure Malt

0.5cm bc. **(1)** 

blended and bottled by Suntory whisky company, 43%abv

#### Hibiki - Lion Crest

0.5cm bc, (1)

blended and bottled by Suntory whisky company, 43%abv

Above 4 180mls per lot US\$2000-2800 per lot HK\$16000-22000

#### 119 Hibiki - 17 Year Old

3-0.5cm bc, 3blended and bottled by suntory whisky company, 3%abv, 2x1 ogb's 43%abv

#### Hakushu - 12 Year Old

1cm bc, distilled and bottled by Suntory **(1)** whisky Compnay, 43%abv

#### Chiat - Grain

0.5cm bc, blended and bottled by Suntory (1) whisky company, 43%abv

Above 5 180mls per lot US\$1200-1600 per lot HK\$9600-12800





LOT 120

#### 120 Chichibu 2022 - Ichiro's Malt The Peated

3cm bc, distilled and bottled Venture Whisky Company, 2022 release of the peated. One of 11000 bottes, 1x1 ogb, 53.5%abv

1 700ml

per lot US\$420-480 per lot HK\$3200-3800

#### 121 Macallan 2000 - 21 Year Old - Cask 1777 -Gordon & MacPhail

3cm bc, distilled 2000 by Macallan Distillery and bottled 2021 by Gordon & Macphail into Speymalt for La Masion du Whiksy. Cask 1777, one of 263 bottles, 1x1 ogb, 57.4%abv

1 700ml

per lot US\$550-750 per lot HK\$4400-6000

122 NO LOT





#### **LOT 124**

**LOT 125** 

#### 123 Dalmore - 30 year old

4cm bc, matured for 30 years and bottled by the distillery into the Ceti expression.

In original gift case and carton. 1x1 ogb, 45% ABV.

1 700ml

per lot US\$3000-4000 per lot HK\$24000-32000

#### Macallan-Glenlivet 1958 - 15 Years -Gordon & MacPhail

7cm bc, distilled 1958 by Macallan Distillery and bottled by Gordon & MacPhail.

Matured over 15 years in sherry wood. Ltl, bsl. 43%abv

1 bottle

per lot US\$2200-3000 per lot HK\$16000-24000

#### 125 Macallan - 1958 - Campbell Hope & King

3cm bc, distilled 1958 by Macallan Distillery and bottled by Campbell,

Hope & King into the 80 proof bottling. Bsl. 45.8%abv

1 bottle

per lot US\$3500-5000 per lot HK\$28000-40000







LOT 126 LOT 127 LOT 128

#### 126 Springbank 1965 - Ageing Monography - Samaroli

4.5cm bc, distilled 1965 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co. into the "Ageing Monography" series. Matured over 23 years. Bottle no. 305. lbsl, 1x1 ocb. 50%aby

1 bottle per lot US\$3200-4200 per lot HK\$24000-34000

#### 127 Springbank 1968 - Ageing Monography - Samaroli

6cm bc, distilled 1968 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie& Co. into the "Ageing Monography" series. Matured over 20 years. Bottle no. 53. 1x1 ocb. 50%abv

1 bottle per lot US\$2000-2800 per lot HK\$16000-22000

#### 128 A. Hardy - Perfection Series - Earth

5cm bc, distilled and bottled by A. Hardy & Cie into Prefection Colleciton, limited to 50 sets, 1x1 owc, 41%Abv

1 bottle per lot US\$2600-3500 per lot HK\$20000-28000





LOT 130

#### 129 A. Hardy - Perfection Series - Water

5cm bc, distilled and bottled by A. Hardy & Cie into Prefection Colleciton, limited to 300 bottles, 1x1 owc, 41%Abv

1 bottle

per lot US\$1300-1700 per lot HK\$10400-13600

#### 130 Johnnie Walker - Blue Label

6- 4cm bc, blended and bottled by Johnnie Walker, 6x1 bottle ogb, 40%abv

6 bottles

per lot US\$750-1000 per lot HK\$6000-8000

**END OF SALE SEE YOU AGAIN** December 2022!

本場拍賣圓滿結束 2022年12月 香港再會!

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To view and download the index in other formats, such as by Vintage, and to download the catalog in Excel, for easy sorting,

please visit: www.AckerAuctions.com

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# **Large Formats**



## 酒樽情況說明 **BORDEAUX**



#### 酒瓶狀況

v-非常 s-輕微地 代號 1-輕微地 h-嚴重地 BSL. 弄髒了的招紙 玷了膠水漬的招紙 **GSL** 玷了水漬的招紙 WASL WISL 玷了酒漬的招紙 WASVL 沾了水漬的年份標簽 沾了酒漬的年份標簽 WISVL 褪了色的招紙 FLLL 快脫落的招紙 有裂痕的招紙 NL. SCL 已磨損的招紙 TAL 破爛的招紙 TL撕裂的招紙 棉紙上有漬的招紙 TSL WOL 寫上字/記號的招紙 WRL 有皺紋的招紙 STL 有污跡的招紙 NOL 沒有招紙 酒身狀況

BN 頸部底端位 TS 肩頂位 VHS 最上局位 HS 上肩位 HTMS 上至中肩位 MS 中肩位 LS 下肩位

#### 木塞狀況

腐蝕了的蓋囊 CCCRC 破裂了的蓋囊 CUC 切過了的蓋囊 (通常用作鑑定) NC 有裂痕的蓋囊 NOC 沒有蓋的蓋囊 WC 有皺紋的蓋囊 WXC 上過蠟的蓋囊 TC 撕裂的蓋囊 DC 壓低了的木塞 SDC 輕微壓低了的木塞 PC 突出了的木塞 SPC 輕微突出了的木塞 SOS 有滲流 **SSOS** 有輕微滲流

#### 其他

OCB 原裝紙盒 OGB 原裝禮盒 OWC 原裝木箱 2OCB 兩個原裝紙盒 20WC 兩個原裝木箱 **CRW** 木箱有裂紋

這是一般酒的正常水位. 若酒齡超過十年以上的酒仍然在這 水位, 都是貯藏得非常好。 此水位的描述很少被引用, 除非 同一批酒內有參差不同水位時才會強調此詞。

很多酒莊都會用此水位作入瓶及出貨的標準. 就任何葡萄酒 類在這水位,都算是貯藏得非常好。

再者, 很多酒莊都會用此水位作入瓶及出貨的標準. 就任作 葡萄酒類在這水位, 都算是貯藏得非常好。

最上肩部: 若是酒齡二十年或以上的葡萄酒, 此水位是可以接受的。 酒 瓶應該一直貯存於適合的貯藏處, 這是陳年後自然會發生 的。

#### 上肩部:

若是酒龄三十年或以上的葡萄酒, 有此水位倒不是問題。 令到降至此水位多會是因為木塞已鬆懈下來而使葡萄酒蒸 發了, 為了更深入知道貯藏的情況,需要再觀察酒的清澈度 和顏色。

#### 上至中肩部:

請參閱「上肩部」和「中肩部」的解釋。

#### 中肩部:

令到降至此水位多會是因為木塞已鬆懈下來或不一貫的貯藏情況下貯酒.若是酒齡三十年或以上的葡萄酒便會是正常的。若要再加深了解是否有風險,必定需要再觀察酒的清澈度和顏色, 以及木塞的情況。

#### 肩底部和以下:

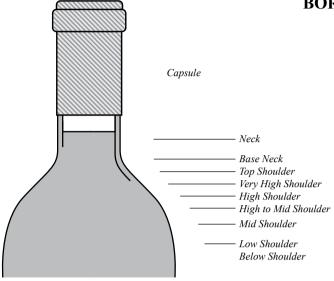
多會是貯藏得很差,必定很大風險及一般來說不能賣的,除非是 ·瓶稀有的酒,及/或附有很珍貴的招紙,不推薦作飲用

酒瓶容量	
Half Bottle	.375 公升
Bottle	.750 公升
Magnum	1.5 公升
Double Magnum	3 公升
Jéroboam (Burgundy,	
Champagne & Rhône)	3 公升
Jéroboam (Bordeaux)	4½-5 公升
Impérial	6 公升
Methuselah (Burgundy,	
Champagne & Rhône)	6 公升
Salmanazar	9 公升
Balthazar	12 公升
Nebuchadnezzar	15 公升
Melchior	18公升

因為布根地酒瓶形狀不同的原故、衡量水位的方法不是以酒瓶肩部做標準、而且量度水位與木塞之距離用公分做單位。 來說,酒齡不多於二十年的布根地酒有四公分或以上的距離是正常的,而酒齡多於二十年但仍在此水位就被認為貯藏得特別 好,但需要再觀察酒的清澈度和顏色,以及木塞的情況才再作考慮,布根地酒的酒齡為四十年或以上,水位與木塞有五至七公分 之距離是甚普遍,而且飲用絕對無問題,不過當然水位越低,風險越高,最好要加考慮.若果布根地酒的水位與木塞有八公分或 以上的距離時, 酒身可能已經轉壞或已不能飲用, 故不應賣出的。 大家可以留意到很多布根地酒廠都會入瓶時將酒斟得很滿, 以致有數滴的酒堵塞於蓋囊和木塞之間。 不過,請不要誤會了酒齡較高的酒亦有水位上的差異,那是因為貯藏得不好的正常 現象。



## **BOTTLE DESCRIPTIONS BORDEAUX**



#### **BOTTLE CONDITIONS**

LS

Low Shoulder

PREFIX	v - very s - slightly l – lightly h – heavily
--------	--

IKETI	1 - lightly h - heavily	CRC
BSL	Bin Soiled Label	CUC
GSL WASL WISL WISVL FL LL NL SCL TAL TL TSL WOL WRL STL NOL	Glue Stained Label Water Stained Label Wine Stained Label Wine Stained Vintage Label Wine Stained Vintage Label Wine Stained Vintage Label Faded Label Loose Label Nicked Label Scuffed Label Tattered Label Torn Label Tissue Stained Label Writing on Label Wrinkled Label Stained Label No Label	NC NOC WC WXC TC DC SDC PC SPC SPC SOS SSOS
BN TS VHS HS	Base Neck Level Top Shoulder Level Very-High-Shoulder Level High-Shoulder Level	OCB OGB OWC 2OCB
HTMS MS	High-to-Mid-Shoulder Level Mid-Shoulder Level	2OWC CRW

#### CORK CONDITIONS

Corroded Capsule

Cracked Cansule

CC

CKC	Cracked Capsule
CUC	Cut Capsule
	(Usually done to authenticate)
NC	Nicked Capsule
NOC	No Capsule
WC	Wrinkled Capsule
WXC	Waxed Capsule
TC	Torn Capsule
DC	Depressed Cork
SDC	Slightly Depressed Cork
PC	Protruding Cork
SPC	Slightly Protruding Cork
SOS	Signs of Seepage
SSOS	Slight Signs of Seepage
OCB	Original Cardboard Box
	Č
OGB	Original Gift Box
OWC	Original Wooden Case
2OCB	Two Original Cardboard Boxes
2OWC	Two Original Wood Cases
CRW	Cracked Wood

#### NECK:

Normal level for all wines. In wines over ten years of age, this level suggests excellent provenance. Rarely used, except to emphasize a particularly good fill level when other fill levels in the same lot are less than perfect.

#### **BASE NECK:**

A common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

Again, a common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

#### **VERY HIGH SHOULDER:**

Acceptable fill level for wines twenty years of age. Suggests proper storage conditions throughout its life. Natural occurrence for wines of this age.

#### HIGH SHOULDER:

Usually not a problem for wines thirty years of age. This level may be caused by easing of the cork combined with natural evaporation. Check the clarity and the color of the wine in the bottle as a secondary indicator of provenance.

#### **HIGH-TO-MID-SHOULDER:**

Refer to High Shoulder and Mid-Shoulder level descriptions.

#### MID SHOULDER:

May suggest ullage during the life of the wine due to either easing of the cork or inconsistent storage conditions. Not abnormal for wines forty or more years of age. As additional indicators of risk, definitely inspect clarity and color of the wine in the bottle, as well as condition of the cork.

#### LOW SHOULDER AND BELOW:

Suggests poor provenance. Definitely a risk and generally not saleable, with exception given to rare bottlings and/or labels. (Not recommended for consumption.)

BOTTLE SIZES	
Half Bottle	.375 Litres
Bottle	.750 Litres
Magnum	1.5 Litres
Double Magnum	3 Litres
Jéroboam (Burgundy,	
Champagne & Rhône)	3 Litres
Jéroboam (Bordeaux)	4½-5 Litres
Impérial	6 Litres
Methuselah (Burgundy,	
Champagne & Rhône)	6 Litres
Salmanazar	9 Litres
Balthazar	12 Litres
Nebuchadnezzar	15 Litres
Melchior	18 Litres

Because the shape of Burgundy bottles does not allow for a level rating system based on the shoulder of the bottle, levels are described by means of centimeters below cork. Generally, Burgundy wines with a four centimeter fill level or above are considered normal for wines younger than twenty years. Wines of twenty or more years of age with fill levels of between four and five centimeters are generally considered to be of sound provenance, though consideration should be given to the clarity and color of the wine in the bottle, as well as the condition of the cork. Bottles with ullage between five and seven centimeters are not uncommon for wines forty years and older and often provide thrilling drinking, but the lower the fill, the higher the risk, so consideration should be given. Burgundy bottles with fill levels lower than seven centimeters may be at risk of being damaged or undrinkable, and therefore may be unsaleable. It should be noted that some Burgundian producers tend to over-fill their bottles during the bottling process which may cause a few drops of wine to become trapped between the capsule and the cork. This should not be confused with ullage, a natural occurrence in older wines, which may be accelerated due to poor provenance.



#### 買方銷售條款

#### 1. 買方協議。

在拍賣競投,即代表拍賣競投者(「競投者」)同意本買方 銷售條款(「銷售條款」),連同均由Acker, Merrall & Condit (Asia) Limited(「AMC」)發出並列入銷售條款的葡萄酒之收取及付運、酒瓶描述及場外出價,構成競投者與AMC及賣方(

「賣方」)對本目錄中列明的財產(「財產」)的完整協議(「協議」)。AMC可不時及隨時於任何拍賣之前、期間及之後通過張貼通告、附錄或勘誤表或於出售期間通過在拍賣場作出口頭公告修訂協議。在拍賣競投,即代表競投者同意受協議的所有條款及條件約束。

#### 2. AMC作為代理人。

除協議另有說明外,AMC純粹擔任賣方的代理人。因此,出售所有財產的協議是經由賣方及拍賣人所接受的最高競投者 (「買方」)之間作出的。AMC可自行決定將財產分為不同組別,而各有關組別(「拍賣品」)將在拍賣中分開出價。

#### 3. 拍賣前。

a) 檢查。拍賣前,競投者務請對任何有興趣競投的財產進行實物檢查並倚賴該檢查,而非目錄或其他地方提供的描述。儘管AMC致力對所有財產作出準確描述,惟在任何情況下,AMC概不會就財產的任何口頭或書面描述或就任何相關錯誤或遺漏負責。所有財產均以「現況」出售。

AMC可在出售之前或之後尋求外界專家對若干財產的意見,該財產可能附有標示顯示專家已進行檢查。拍賣會場並無挑選或檢查任何將於本場拍賣出售的財產,亦不會就此承擔任何責任。

- b) 不保證。無論在任何情況下,賣方或AMC或任何其各自的人員、僱員或代理人不得就任何財產的適銷性、是否適合某種特定用途、有關任何財產的任何目錄描述或原產地、實質狀況、質素、罕有度、真實性、歸屬、價值、估計價值、重要性、出處、展示歷史、飲用性、歷史意義或參考文獻方面的其他描述的正確性,作出任何口頭或書面明確或隱含的聲明、保證或擔保。
- c) 競投者登記。如欲在本場拍賣中競投,競投者必須填妥及簽署一份登記表格並提供身份證明及年齡證明。AMC亦可能要求競投者出示銀行或其他財務推薦信。AMC保留絕對權利拒絕任何潛在競投者進入或參與任何拍賣。
- d) 進口。買方務請閱讀葡萄酒之收取及付運表格,該表格構成本協議的一部份。若干司法管轄區禁止進口,或限制可能帶入或運入該司法管轄區的含酒精飲料的數量。此外,若干司法管轄區可能規定買方、賣方或付運商擁有若干牌照或許可證。另外,當地法律可能禁止進口及/或轉售葡萄酒。買方應自行決定該等禁制、限制或遏制是否適用於買方及在拍賣競投前決定含酒精飲料是否及如何可合法帶入任何司法管轄區。任何有關許可證或牌照遭禁止或拒絕或延遲取得,概不會成為撤銷任何出售或延遲就購買全數付款的理由。

AMC對任何人士付運或進口含酒精飲料至、自或入任何司法管轄 區的合法權利概不作出任何聲明或保證。此外,AMC就申請或取 得任何有關許可證或牌照概不承擔任何義務亦不負上任何責任。

e) 出口。在拍賣出售的財產可能受制於規管自香港出口的法律。 在拍賣競投前決定買方的購買是否需要出口許可證或牌照及取得 任何有關所需許可證或牌照,一概由買方獨自負責。任何有關許可證或牌照遭拒絕或延遲取得,概不會成為撤銷任何出售或延遲 就購買全數付款的理由。

AMC對任何人士付運或出口含酒精飲料至或自任何司法管轄區的 合法權利概不作出任何聲明或保證。此外,AMC就申請或 取得 任何有關許可證或牌照概不承擔任何義務亦不負上任何責任。

- f) 場外出價。競投者務請閱讀場外出價表格,該表格構成本協議的一部份。為方便並無親身、派代表或以電話出席拍賣的競投者,AMC將提交在拍賣前送達AMC的書面場外出價,該出價可能在互聯網上提出。場外出價必須以出售地的貨幣提出。倘AMC收到多個有關個別拍賣品的相同書面出價,而在拍賣中該等出價為該拍賣品的最高金額,則有關拍賣品將出售予首先收到的場外出價。提交書面出價乃完全為方便競投者而提供的免費服務,由AMC在受限於拍賣時現存的義務而承辦。因此,在任何情況下,AMC對在執行有關書面出價時出現的任何錯誤或遺漏或對未能執行任何有關出價,概不負責。
- g) 電話競投。拍賣日之前,競投者可與AMC作出安排,以透過電話在拍賣中出價。電話競投為方便不能親身或派代表或以書面場外出價出席拍賣的競投者而提供。提交電話出價乃完全為方便競投者而提供的免費服務,由AMC在受限於拍賣時現存的責任而承辦。因此,在任何情況下,AMC對在執行有關電話出價時出現的任何錯誤或遺漏或對未能執行任何有關出價,概不負責。

#### 4. 拍賣時。

a) 目錄。競投者務請閱讀酒瓶描述表格,該表格構成本協議的一 部份。儘管AMC已致力在本目錄中對各拍賣品作出準確描 惟在任何情況下,AMC概不會就任何描述或有關描述的錯誤或遺 漏負責。AMC保留絕對權利隨時於拍賣之前及期間以任何方式修 訂任何拍賣品的任何描述。文中的分類僅作識別用途並以標準來 源為基礎。本目錄所載各項陳述及每項其他陳述(不論口頭或書 面,以及不論在廣告、出售單據、附錄、通告、公告或其他書面 或口頭通訊中作出)僅屬意見陳述,而不應被任何競投者倚賴。 競投者必須對自然程度的耗損、酒箱、標籤、酒塞及葡萄酒的狀 **况給予適當寬容。**除下文第5(d)條所述的條款規定外,在任何情 況下,AMC概不會在運送後接受任何財產的退貨、就任何財產提 供賒賬或調整任何財產的價格。本目錄或其他地方出現的影像僅 供說明及參考用途,不一定能反映任何拍賣品的缺陷或瑕疵。競 投者在決定是否競投財產時請勿倚賴目錄的影像,強烈建議競投 者在作出競投前審閱相關AMC 拍賣目錄條目並親身檢查任何財 產。



- b) 底價。各拍賣品的出售均設有底價,低於該最低價格便不會出售該拍賣品。AMC有權在該拍賣品公開予競投時間之前隨時提高或降低底價,在任何情況下,該拍賣品的底價不得超逾目錄中印列或通過口頭或張貼通告修訂的該拍賣品的低位估價。
- c) 估價。目錄內提供了各拍賣品售價(不包括買方佣金及任何稅項)的低位及高位估價。在可能的情況下,估價乃根據過往出售可供比較財產的情況作出,儘管估價旨在作為潛在競投者的一般指引,惟在任何情況下,估價並不構成實際售價的聲明或預測,亦不應作為如此的依據。AMC在出售前決定估價,並保留權利修訂估價以反映當前市況。
- d) 競投。保證。在拍賣中親身、通過場外出價、電話競投、互聯網上競投或其他方式競投,即代表競投者聲明及保證(i)其最少年滿二十一(21)歲、(ii)其具有購買、接受、擁有及以其他方式處理任何所購買拍賣品的合法權限、權利及能力,及(iii)競投者自行或由其代表作出任何的出價不是根據任何反競爭協議作出,且在其他方面遵守所有適用法律。

**每拍賣品出價。**除非拍賣人另有公告,否則所有出價均按照本目錄所載每項拍賣品以順序數目的形式作出。

**趨近但未達底價之競投。**受限於拍賣人的酌情決定權,出價須以接到的次序記入。拍賣人可代賣方為任何拍賣品叫第一口價以開始競投。拍賣人更可代賣方透過就該拍賣品連續或接連出價或因應其他競投者而出價,按趨近但未達或未超出底價作出競投。

**按及超出底價之競投。**競投一經達到拍賣品的底價,拍賣人將不會代賣方出價,而且只會接受賣方或賣方代理人以外人士的出價。

**賣方不參與競投。**在不抵觸第4(d)條所述的條文規定外,賣方已同意不對任何其所擁有的拍賣品出價或促使代其對有關拍賣品出價。儘管有上述規定,任何賣方(不論是其本人或透過代理),均有權在AMC授權予其所有權的任何拍賣品上競投。

AMC競投。AMC保留權利在不抵觸適用於所有其他競投者及買 方的相同條款及條件下為其本身或其關聯公司的賬戶在任何拍賣 中對任何拍賣品出價。

**未達底價競投。**倘某拍賣品的競投未達底價,則拍賣人可收回該 拍賣品。於收回時及另一拍賣品的競投開始前,拍賣人須宣佈收 回的拍賣品已屬「過去」。

AMC及其關聯公司僱員之競投。AMC保留全權及絕對酌情決定權,在以下前提下:(i)該僱員只能以拍賣前提交的場外出價方式進行投標:(ii)如該僱員並未持有與拍賣品相關的一些機密資料;及(iii)他們遵守適用的僱員投標程序,准許AMC及其關聯公司員工(「Acker僱員」)以自己的賬戶於任何拍賣中競投任何拍賣品之權利。Acker僱員可以折扣後的買方佣金出價。在不抵觸AMC認為合理而施加的條款及條件的情況下,AMC可根據書面要求,向任何競投者透露AMC的折扣政策。AMC可在拍賣前事先向Acker僱員給予通知,於任何特定拍賣中取消折扣。

**折扣後的買方佣金。**AMC保留向AMC及其關聯公司進行一定金額 交易的競投者就買方佣金提供折扣的權利。在不抵觸AMC認為合理而施加的條款及條件的情況下,AMC 可根據書面要求,向任何競投者透露AMC的折扣政策。AMC可在拍賣前事先向Acker 僱員給予通知,於任何特定拍賣中取消折扣。員工以及買家在慈善拍賣會中均不享受任何買家佣金減免。

**成交價。**拍賣人接受的最高競投者將成為買方,而拍賣人敲下槌子即代表接受最後出價為「成交價」及訂立賣方及買方之間的出售合約。

轉移所有權。買方在此確認及同意任何拍賣品的所有權在AMC 向買方發出最終發票(「最終發票」)後轉移予買方。買方在此指名及授權AMC為買方的獨家代理人,以貯存或採取本協議授權的任何其他行動,直至買方向AMC匯出最終發票的全數款項為止。買方確認及放棄接管任何一個或多個所購買拍賣品的權利,直至買方向AMC匯出最終發票的全數款項為止。

無法律責任。在任何情況下,AMC對記入任何出價的任何錯誤或對未能記入任何出價,概不負責。

- e) 貨批。在目錄列出附有相同估價及包括相同葡萄酒種類、數量、酒瓶容量的一系列拍賣品(「貨批」)的情況下,倘該貨批內的任何其後拍賣品沒有更高的場外出價,則該貨批中第一個拍賣品的買方可按拍賣人的酌情決定權獲授選擇權以相同成交價購買該貨批中任何或全部額外拍賣品。倘並無就全部該等拍賣品行使該選擇權,則拍賣人將為下一個未出售拍賣品叫第一口價以開始競投,並可向該拍賣品的買方提出承接該貨批中任何或全部餘下拍賣品的選擇權。競投將繼續以相同方式進行,直至該貨批中全部拍賣品已被拍賣人提出及宣佈已出售或未出售為止。
- f) 拍賣人的酌情決定權。AMC及/或拍賣人擁有唯一及絕對酌情決定權以:(i)抽起任何拍賣品:(ii)分割任何拍賣品:(iii)結合任何兩個或以上拍賣品:(iv)拒絕任何出價:(v)以AMC及/或拍賣人認為適合的方式進行競投,包括更改遞增額:以及(vi)在出現錯誤或爭議的情況下,為決定成功競投者而繼續競投、取消出售或重新提出及轉售所爭議的拍賣品。每當AMC及/或拍賣人行使其酌情決定權,其決定在各方面均為最終、具約束力及不可推翻。
- **g) AMC在其中擁有經濟利益的財產。**AMC在其或其關聯公司中擁有經濟利益的拍賣品將在該拍賣品出現的首頁頁首以\*號標明,或若無頁首,則在首個適用託售拍賣品旁邊以\*號標明。
- h) 買方佣金。買家的成交價包括落錘價以及24.5%的買家佣金,餐飲行業慈善拍賣會中AMC將捐贈5%的買家佣金給慈善組織。
- i) 關聯公司的定義。就任何特定實體而言,「關聯公司」指直接 或間接地、或透過一個或多個中間人,控制、受該特定實體控制或 與該特定實體受到共同控制 的任何其他實體。就本定義而言,「 控制」一詞在涉及任何實體之使用時,是指透過持有具表決權股 份、合約或以其他形式,直接或間接管理該實體的權力及權限。



#### 5. 拍賣後。

a) 付款。到期時。反映最終購買價的最終發票會在每場拍賣結束後七(7)天內發出。買方可於接獲時支付每張發票,惟在任何情況下須於拍賣日期後三十(30)天內支付每張發票。即使此等銷售條款的任何其他條文另有規定,所有在拍賣日期後超過三十五(35)天收到的付款將附加每月1.5%的利息費用直至發票獲全數支付為止。

付款方法。付款可以支票或電匯形式作出。所有被退回的未能兌現支票須支付港幣800元的手續費。港幣150,000元及以下的購買可接受Visa、MasterCard及American Express。其他信用卡概不接受。如需要電匯指示或如有任何疑問,請透過info@ ackerasia.com聯絡我們。

付款方式 加密貨幣。對於允許以比特幣、比特幣現金、以太坊、 狗狗幣、PAX、Gemini Dollar 或 BUSD(均稱為"加密貨幣" 統稱為"加密貨幣")進行支付的銷售,可以通過數字錢包將加 密貨幣轉移到 AMC的數字貨幣錢包。為了接受加密貨幣作為支 付方式,AMC 與 BitPay 合作,BitPay 是一種區塊鏈/加密貨幣 支付處理器,使 AMC 能夠接受加密貨幣作為發票的支付方式。 買方可以從買方的數字錢包中提供加密貨幣付款,該數字錢包維 護在BitPay或來自另一個交易所託管的數字錢包,該數字錢包 已向買方註冊,或者如果買方將投標註冊為公司,則以公司的名 義。在收到買方的付款之前,BitPay 可能會要求買方完成驗證過程並在付款時創建一個"BitPay ID"。買方同意應我們的要求提 供文件,確認加密貨幣付款是通過以買方名義註冊的數字錢包進 行的。不接受部分付款。此外,不允許從多個數字錢包或使用多 種加密貨幣進行部分付款。如果買方購買了多個批次,買方可以 使用一種加密貨幣從一個數字錢包中支付一個批次,並使用相同 或不同的加密貨幣從不同的數字錢包中支付另一批次,但必須通 過兩次單獨的交易完成付款。對於加密貨幣支付,相關加密貨幣 的即期匯率將在 AMC 通過 BitPay 提交支付請求之日確定,並將 基於 BitPay 規定的可通過其交易所獲得的匯率。若買家以虛擬貨 幣支付後要求提貨,買家將需要告知聯絡諮詢。使用加密貨幣進 行的所有付款均需支付 1% 的交易費,前提是如果 AMC 在拍賣後 兩(2)週內收到買方以良好和清算資金的全額付款,則該交易費將 被免除。AMC 保留隨時自行決定添加或刪除任何和所有加密貨 幣作為支付選項的權利。

如果買方從數字錢包以加密貨幣付款,則買方聲明並保證數字錢 包的財富來源不直接或間接歸屬於(i)地理區域的公民或居民,或 位於該地理區域是歐盟、英國、聯合國、美國或中華人民共和國 實施制裁或禁運的目標,或(ii)個人,或受僱於或與實體有關聯 的個人,在美國商務部的拒絕人員或實體名單、美國財政部的特 別指定國民或封鎖人員名單或美國國務院的禁止方名單或歐盟政 府、美國王國、聯合國或中華人民共和國,包括中國的不可靠實 體清單,以及由中華人民共和國外交部公佈的受制裁個人或實體 清單。

b) 發放已購買財產。AMC一經收到最終購買價全數付款後,並受限於買方遵循協議的其他條款及條件,已購買拍賣品將發放予買方。買方於拍賣後三十(30)天內仍未收取的任何拍賣品將由AMC移離作貯存,而AMC就此產生的包裝、處理、移離、保險

及貯存成本將按葡萄酒之收取及付運表格所載列方式作出評估。 任何有關拍賣品於前述成本按當時適用費率全數支付後,方會自 貯存中發放。

c) 包裝及付運。買方務請閱讀葡萄酒之收取及付運表格。 由AMC。受限於葡萄酒之收取及付運表格的條款,所有包裝、處理、運輸、保險及運送已購買財產的責任、風險及開支一概由買 方獨自承擔,不論買方是否就有關目的聘任AMC。買方須預先向 AMC支付AMC在提供該等服務時產生的一切開支,除非AMC憑 其唯一酌情決定權選擇在提供該等服務後向買方開出發票。

由第三方。AMC(代表買方)將按照買方的指示安排由買方選擇的承運公司運送已購買財產,惟AMC對任何承運公司或付運人的任何行為或遺漏(包括但不限於任何財產的任何包裝、處理、運輸、保險或運送及在不當的情況下貯存或付運財產)概不負責。

d) 撤銷。AMC的有限保證。倘於拍賣後九十(90)天內,某拍賣品的買方書面知會AMC該拍賣品有所缺漏或不健全(如受熱而變質及酒質變壞),或該拍賣品的相關發售資料中作出的任何陳述實質上不正確,則AMC將以檢查或其認為適合的該等其 他合理方式作為買方及賣方之間申索效力的唯一仲裁人,並將根據其對該申索效力的裁定作出對買方及賣方具約束力的最終決定。除非所有有關財產(i)在酒瓶上貼有AMC拍賣日期參考標籤、(ii)狀況保持與其運送予買方時一樣,及(iii)在適當的情況下付運予及自買方及貯存,否則AMC概不會受理買方根據前一句子提出的申索。任何有關申索一經決定,則AMC可真誠地指令出售持續有效或被撤銷而最終購買價款將獲全部或部份退回。

在拍賣競投,即代表競投者為其本身及其繼任人及受讓人同意(i) 其在此放棄因AMC根據本第5 (d)段作出或未能作出的任何裁定而 對AMC提出任何申索或提起任何法律行動的任何權利,及(ii)倘 買方未能根據本條文向AMC提供及時及適當的通知,買方須當作 已放棄按本協議規定可撤銷的權利。

**只適用於買方的撤銷。**倘AMC選擇在有關情況下撤銷, 則撤銷 補救方法只會適用於財產的買方,其必須仍為該財產的唯一擁有 人而並無將其中的任何利益轉讓予任何第三方。

買方的唯一補救方法。向買方退回財產購買價款將為買方就任何財產狀況相關事宜獲得的唯一補救方法,而有關補救方法僅在買方自AMC接收該財產後適用。在任何情況下,AMC 概不會就任何間接、特別、懲罰性、相應、利潤損失或其他損害賠償(包括但不限於律師費及開支,不論如何產生)負責, 而AMC的最高法律責任將為本協議所容許可退回買方就任何財產支付的金額(不包括所有稅項)。賣方就本協議或要約、購買及出售構成財產之購買及出售的任何葡萄酒概不承擔根據本協議、侵權法或其他任何性質或種類(不論是法律上或衡平法上)的法律責任。

不同的進口商。如拍賣品包括來自不同進口商的葡萄酒,AMC致 力將有關事實列載於目錄中,惟未能如此列載並

非撤銷任何拍賣品出售的理由。同樣地,目錄中任何有關酒瓶及/或生產商在其構成財產的酒瓶印上的財產編號的不正確陳述或遺漏,並非撤銷任何拍賣品出售的理由。



- e) 買方違責。倘買方未有在拍賣後九十(90)天內根據銷售條款付 款,則AMC可憑其絕對酌情決定權:
- 取消該出售;
- ii. 為買方的賬戶公開或私人轉售該財產,風險由買方承擔, 除 向買方收取初次出售及按AMC的正常收費進行轉售兩者的一 切成本及開支以及就初次出售欠付的買方佣金外, 亦向買方 收取轉售的最終出價少於買方所提出最終出價的任何差額;
- iii. 以買方欠付的所有款項抵銷AMC可能結欠買方的任何款項;
- iv. 行使在AMC管有下由買方擁有或託售的任何財產或其他財 產中持有第一優先已完成抵押權益人士的所有權利及補救方
- v. 向買方收取欠付的總款額以及AMC在執行有關收取時產生的 任何損失、成本或開支;
- vi. 就買方欠付的所有款項按年率百分之十八(18%)向買方收取利 息;
- vii. 向買方收取AMC在行使本協議所載述任何一項或多項權利或 補救方法而產生的費用、開支及法律顧問代墊支費用;
- viii. 不准許買方直接或間接參與AMC將來舉行的拍賣;
- ix. 行使賣方針對買方可用的任何權利或補救方法;及
- 堅持在法律上或衡平法上可用的任何其他權利或補救方法。

AMC可憑其酌情決定權行使任何一項或多項以上補救方法或其任 何組合。

- f) 買方的彌償保證。買方就因(i)買方違反或指稱違反本協議的任 何保證或違反本協議;(ii)買方根據或就本協議送達的任何證書、 文件或文據的任何不確之處;及(iii)買方、其代理人或僱員對財 產造成不利影響的任何行為或遺漏而引起的任何損失、開支(包 括須預先支付的律師費及開支)、法律責任、成本或損害賠償, 向AMC、其人員、董事、僱員及代理人彌償、為其進行辯護及使 其免受損失。買方的聲明、保證及彌償保證將在本協議擬進行的 交易完成後仍然有效。
- g) 版權·AMC保留其自行或由其代表提供的所有影像、圖示及 書面材料,包括但不限於本目錄的內容(統稱「材料」 )的版權,且在任何情況下,買方或任何第三方在未取得AMC 的事先書面同意下不得使用任何材料。在任何情況下,AMC或賣 方就買方將取得任何財產的任何版權、複製權或任何其他知識產 權概不作出任何聲明或保證。

#### -般條款。

- a) 標題。本銷售條款的分條標題僅為方便參考而設,不應視為本 協議的實質部份。
- **b) 完整協議。**本協議(包括所有以提述方式收納的文據) AMC與買方就本協議主題的完整協議並取締雙方之間的任何及全 部較前的討論及協議。本協議不得作修改,而本協議任何部份概

不得獲授任何豁免、變動、更改、同意或解除,惟AMC及買方 雙方以書面簽立的文據作出者除外。AMC未有執行本協議的任 何規定並不構成對該規定作出豁免。

- c) 無聯營關係。本協議的條文概不得解釋為AMC與買方設立任 何代理、合夥或其他聯合企業。
- d) 管限法律。本協議受香港法律管限,並按其詮釋及執行,而 不援引規管法律衝突的原則。
- e) 爭議解決。根據或就本協議條款的詮釋或應用或其任何引 伸或更改或任何一方的聲稱違反所引起的任何及所有爭議或爭 論,將通過在提交仲裁通知時生效的《香港國際仲裁中心機構 仲裁規則》在香港作出最終及具約束力的仲裁而解決。仲裁員 為一名,而仲裁程序將以英語進行。任何如此獲委任的仲裁員 除可判被發現已違反本協議的一方支付實際的金錢上損害賠償 (但非懲罰性損害賠償)外,亦將獲賦權在其裁決中授出強制 性或其他類型的衡平法補救方法、執行本協議的強制履行, 及 防止任何持續或進一步違反其條款。所作仲裁裁決的判決可登 記於當地具司法管轄權的任何法院。該仲裁費用將由雙方平均 分擔,惟各方須負責其本身的律師費。

#### 7. 語言。

如本文件中英文本出現歧異,概以英文本為準。





#### **BUYER'S CONDITIONS OF SALE**

#### 1. BUYER'S AGREEMENT.

By bidding at auction, the bidder at auction ("Bidder") agrees that this Buyer's Conditions of Sale ("Conditions of Sale"), together with the Collection and Shipment of Wines, Bottle Description and Absentee Bids, all published by Acker, Merrall & Condit (Asia) Limited ("AMC"), and all incorporated into the Conditions of Sale, constitute Bidder's entire agreement (the "Agreement") with AMC and the seller ("Seller") with respect to the property ("Property") listed in this catalogue. AMC may amend the Agreement from time to time and at any time before, during and after any auction through posted notices, addenda or errata or through oral salesroom announcements during the sale. By bidding at auction, Bidder agrees to be bound by all terms and conditions of the Agreement.

#### 2. AMC AS AGENT.

Except as otherwise stated in the Agreement, AMC acts strictly as agent for the Seller. The Agreement for the sale of all Property is therefore between Seller and the highest Bidder accepted by the auctioneer ("Buyer"). Property is divided into separate groupings as solely determined by AMC and each such grouping (a "Lot") is subject to a separate bid at auction.

#### 3. BEFORE AUCTION.

a) Inspection. Prior to auction, Bidder is expressly advised to physically inspect any Property in which Bidder is interested in bidding and to rely on such inspection, as opposed to descriptions in the catalogue or elsewhere. While AMC attempts to describe all Property with accuracy, AMC shall in no event be liable for any oral or written description of Property, or for any errors or omissions relating thereto. ALL PROPERTY IS SOLD "AS IS."

AMC may seek views of outside experts either before or after the sale on certain Property, which may be marked to indicate that the expert has inspected Property. The auction venue has not selected or inspected any Property to be sold at this auction and disclaims any and all responsibility therefor.

- b) No Guarantee. In no event whatsoever do Seller or AMC or any of their respective officers, employees or agents make any oral or written express or fitness for a particular use, the correctness of any catalogue description implied representations, warranties or guarantees as to the merchantability, or other description as to the origin, physical condition, quality, rarity, authenticity, attribution, value, estimated value, importance, provenance, exhibition history, potability, historical relevance or bibliographic references concerning any Property.
- c) Bidder Registration. To bid at this auction, Bidder must complete and sign a registration form and provide identifictation and proof of age. AMC may also require Bidder to produce bank or other financial references. AMC retains the absolute right to refuse any prospective Bidder admission to, or participation in, any auction. Additionally, if an auction is set-up for payment in Cryptocurrencies (as defined in Section 5(a) Method of Payment Cryptocurrencies) via Acker's partner, BitPay, Inc. ("BitPay"), and Bidder desires to utilize this payment method, Bidder will be required to adhere to the BitPay verification process described in Section 5(a) Method of Payment Cryptocurrencies below. If Bidder makes payment in Cryptocurrency from a digital wallet, AMC reserves the right to require Bidder to produce information and references relating to the source of wealth of the digital wallet.
- **d) Importation.** Buyer is expressly advised to read the Collection and Shipment of Wines form, which is part of this Agreement. Various jurisdictions prohibit the importation, or limit the quantity, of alcoholic beverages that may be brought or shipped into such jurisdiction. In addition, various jurisdictions may require Buyer,

Seller or shipper to possess certain licenses or permits. Moreover, local laws may prohibit the importation and/ or the resale of wine. It shall be Buyer's sole responsibility to determine if such prohibitions, restrictions or limitations are applicable to Buyer and to determine before bidding at auction whether, and in what manner, alcoholic beverages can legally be brought into any jurisdiction. The prohibition or denial of, or delay in obtaining, any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for the purchase.

AMC makes no representation or warranty as to the legal right of any party to ship or import alcoholic beverages to, from, or into any jurisdiction. Further, AMC assumes no obligation and bears no responsibility whatsoever for applying for or obtaining any such permits or licenses.

e) Exportation. Property sold at auction may be subject to laws governing exportation from Hong Kong. It shall be Buyer's sole responsibility to determine – before bidding at auction – whether an export permit or license is required for Buyer's purchase and to obtain any such required permit or license. The denial of, or delay in obtaining, any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for the purchase.

AMC makes no representation or warranty as to the legal right of any party to ship or export alcoholic beverages to or from any jurisdiction. Further, AMC assumes no obligation and bears no responsibility whatsoever for applying for or obtaining any such permits or licenses.

- f) Absentee Bidding. Bidders are expressly advised to read the Absentee Bids form, which is part of this Agreement. As a courtesy to Bidders neither present at the auction in person nor through an agent or by telephone, AMC will enter written absentee bids delivered to AMC prior to the auction, which may be over the Internet. Absentee bids must be placed in the currency of the place of sale. If AMC receives identical written bids for a particular Lot and these bids are the highest amount for that Lot at auction, such Lot will be sold to the absentee bid first received. The entry of written bids is a free service offered strictly as an accommodation to Bidders and is undertaken by AMC subject to its obligations at the time of auction. Accordingly, AMC is in no event liable for any errors or omissions in executing such written bids or for any failure to execute any such bids.
- g) Telephone Bidding. Prior to the day of auction, Bidders may make arrangements with AMC to bid at auction by telephone. Telephone bidding is offered as a courtesy to Bidders who cannot be present at the auction in person, by agent, or by written absentee bid. The entry of telephone bids is a free service offered strictly as an accommodation to Bidders and is undertaken by AMC subject to its obligations at the time of auction. Accordingly, AMC is in no event liable for any errors or omissions in executing such telephone bids or for any failure to execute any such bids.

#### 4. AT AUCTION.

a) Catalogues. Bidders are expressly advised to read the Bottle Description form, which is part of this Agreement. While AMC has attempted to describe each Lot in this catalogue accurately, in no event shall AMC be liable for any description or error or omission in such description. AMC retains the absolute right to amend at any time prior to and during the auction and in any manner any description of any Lot. Classifications in the text are for identification purposes only and are based on standard sources. Each statement contained in this catalogue and each other statement, whether oral or written, and whether made in an advertisement, bill of sale, addendum, notice, announcement or other written or oral communication, is a statement of opinion ONLY and shall not be relied upon by any Bidder. Bidders must make appropriate allowances for natural variations of ullages, conditions of cases, labels, corks and wine.



In no event shall AMC accept a return, offer credit for, or adjust the price of any Property after delivery except under the terms stated in Section 5 (d) below. Images appearing in this catalogue or elsewhere are for illustrative and informational purposes only, and may not reveal defects or imperfections in any Lot. Bidders are urged not to rely on catalogue images in determining whether to bid on Property, and are strongly encouraged both to review the relevant AMC auction catalogue entry and to personally inspect any Property prior to placing hids prior to placing bids.

- b) Reserve Price. Each Lot is sold subject to a reserve price, which is the minimum price below which the Lot will not be sold. While AMC has the right to raise or lower the reserve price at any time prior to the time the Lot is opened for bidding, under no circumstance shall the reserve price for a Lot exceed the low estimate for that Lot as printed in the catalogue or as amended by oral or posted notices.
- c) Estimates. Each Lot in the catalogue is accompanied by a low and high estimate of the selling price, excluding the Buyer's premium and any taxes. Where possible, estimates are based on past sales of comparable property, and, while they are intended as a general guide for prospective Bidders, in no event do they constitute either a representation or a prediction of an actual selling price and should not be relied upon as such. AMC determines estimates in advance of the sale and reserves the right to revise estimates to reflect current the sale and reserves the right to revise estimates to reflect current market conditions.
- d) Bidding. Warranties. By bidding at auction, whether in person, through absentee bidding, telephone bidding, Internet bidding or otherwise, Bidders represent and warrant that (i) they are at least twenty-one (21) years of age, (ii) they have the legal authority, right, and capacity to buy, receive, possess and otherwise deal in any Lot purchased, and (iii) any bids made by Bidder or on Bidder's behalf are not pursuant to any anti-competitive agreement and are otherwise in compliance with all applicable laws.

Bids per Lot. Unless otherwise announced by the auctioneer, all bids are per Lot in consecutive numerical order as they appear in this catalogue.

Bidding up to but not at the Reserve Price. Subject to the auctioneer's discretion, bids shall be entered in the order in which they are received. The auctioneer may open bidding on any Lot by placing a bid on behalf of the Seller. The auctioneer may further bid on behalf of the Seller up to but not at or exceeding the amount of the reserve price by placing successive or consecutive bids for the Lot, or by placing bids in response to other Bidders.

Bidding at and Beyond the Reserve Price. Once bidding has reached the Lot's reserve price, the auctioneer will not bid on behalf of the Seller and will accept bids only from parties other than the Seller or the Seller's agent.

No Sellers Bidding. Subject to as otherwise provided in this Section 4(d), Sellers have agreed not to enter a bid or to cause a bid to be entered on their behalf on any Lot of which they are the owner. Notwithstanding the foregoing, any Seller, whether by himself or via an agent, shall have a right to bid on any Lot of which such Seller is the owner upon AMC granting its permission of such right.

Bidding by AMC. AMC reserves the right to bid for its own account or for the account of its associates on any Lot at any auction, subject to the same terms and conditions applicable to all other Bidders and Buyers.

Bidding Not Reaching the Reserve Price. If bidding on a Lot does not reach the reserve price, the auctioneer may remove the Lot from sale. At the time of such removal and before bidding on another Lot begins, the auctioneer shall announce that the removed Lot has been "passed".

Bidding by employees of AMC and its associates. AMC reserves the right to permit employees of AMC and its associates ("Acker Employees"), in the sole and absolute discretion of AMC, to bid on

their own account on any Lot at any auction, provided that (i) such employees may only place bids by absentee bid submitted prior to the auction, (ii) if such employees do not have certain confidential information on the Lot they are bidding, and (iii) they comply with the applicable employee bidding procedures. Acker Employees may be permitted to bid at a discounted Buyer's premium. Subject to terms and conditions imposed by AMC as it deems reasonable, AMC's discount policy may be disclosed to any Bidder upon written request. AMC may deny discounts for any particular auction upon giving prior notice to Acker Employees before such auction takes place place.

**Discounted Buyer's Premium.** AMC reserves the right to provide discounts on Buyer's premium to Bidders who transact with AMC and its associates over a certain amount. Subject to terms and conditions imposed by AMC as it deems reasonable, AMC's discount policy may be disclosed to any Bidder upon written request. AMC may deny discounts for any particular auction upon giving prior notice to such Bidders before such auction takes place. Employees and Buyers will not be eligible for any Buyer's Premium discounts for charity auctions.

Hammer Price. The highest bidder accepted by the auctioneer will be Buyer and the striking of the auctioneer's hammer marks the acceptance of thw final bid as the "hammer price" and the creation of a contract for sale between Seller and Buyer.

Passage of Title. Buyer hereby acknowledges and agrees that title of any Lot shifts to Buyer upon the issuance of the final invoice provided to Buyer by AMC ("Final Invoice"). Buyer hereby names and authorizes AMC as Buyer's exclusive agent to store or take any other action authorized by this Agreement until Buyer remits payment for the Final Invoice in full to AMC. Buyer acknowledges and waives the right to take possession of any purchased Lot or Lots until Buyer remits payment in full of the Final Invoice to AMC.

No Liability. In no event shall AMC be liable for any errors in entering any bids or for failure to enter any bids.

- e) Parcel Lots. In the event the catalogue lists a sequence of Lots carrying the same estimates and consisting of the same type of wine, quantity and bottle size (a "Parcel"), Buyer of the first Lot in such Parcel may, in the discretion of the auctioneer, be granted the option to buy any or all additional Lots in the Parcel for the same hammer price if there is no higher absentee bid on any subsequent Lot within the Parcel. If the option is not exercised on all such Lots, the auctioneer will open bidding on the next unsold Lot and may elect to offer Buyer of that Lot the option to take any or all of the remaining Lots in the Parcel. Bidding shall continue in the same manner until all Lots in the Parcel have been offered and declared sold or unsold by the auctioneer.
- f) Auctioneer's Discretion. AMC and/or auctioneer has the sole and absolute discretion to: (i) withdraw any Lot; (ii) divide any Lot; (iii) combine any two or more Lots; (iv) refuse any bid; (v) advance the bidding, including changing the increments, in such a manner as AMC and/or auctioneer may see fit; and (vi) in the event of error or dispute, in order to determine the successful bidder, to continue the bidding cancel the sale, or reoffer and resell the disputed Lot. the bidding, cancel the sale, or reoffer and resell the disputed Lot. Wherever AMC and/or auctioneer exercises its discretion, its decision is final, binding and conclusive in all respects.
- g) Property in which AMC has an Economic Interest. Lots in which AMC or any of its associates has an economic interest will be so designated by a \* symbol in the header of the first page where such Lots appear, or next to the first lot for the applicable consignment where there is no header.
- h) Buyer's Premium. A Buyer's premium of twenty four and one-half percent (24.5%) shall be added to the hammer price. For the Food and Beverage Industry charity auction, AMC shall donate 5% of the Buyer's Premium to the charitable organization(s) of its choosing.



i) Meaning of associates. "Associate" shall mean, with respect to any specific entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with, the specific entity. For the purpose of this definition, the term "control", when used in respect of any entity, shall mean the power and authority to manage such entity, whatever directly or indirectly, through the holding of shares with a voting right, through a contract or otherwise.

#### 5. AFTER AUCTION.

a) Payment. When Due. Final Invoices are rendered reflecting the final purchase price within seven (7) days following each auction. Buyer may pay each invoice upon receipt, but in any event must pay each invoice within thirty (30) days following the date of auction. All payments received more than thirty-five (35) days after the date of auction will be subject to an interest charge of 1.5% per month until the invoice is paid in full, notwithstanding any other provision of these Conditions of Sale.

Method of Payment – Cheque, Wire Transfer, and Credit Cards. Payment may be made by cheque or wire transfer (subject to Method of Payment – Cryptocurrencies below). All cheques returned unpaid will be subject to a HKD 800 processing fee. Visa, MasterCard and American Express are accepted for purchases of HKD 150,000 and less. No other credit cards will be accepted. Please contact us at info@ackerasia.com for wire instructions, or if you have any questions.

Method of Payment — Cryptocurrencies. For sales that permit payment in Bitcoin, Bitcoin Cash, Ethereum, Dogecoin, PAX, Gemini Dollar or BUSD (each a "Cryptocurrency" and collectively, the "Cryptocurrencies"), payment may be made via a digital wallet transfer of Cryptocurrency to AMC's digital wallet. To accept Cryptocurrency as a form of payment, AMC has partnered with BitPay, a blockchain/cryptocurrency payment processor that enables AMC to accept Cryptocurrencies as a payment method for invoices. Bidder may deliver Cryptocurrency payment from Bidder's digital wallet maintained atBitPay or from a digital wallet hosted at another exchange that is registered to Bidder, or if Bidder registered a bid as a company, then in the name of the company. Prior to receiving payment from Bidder, BitPay may require that Bidder complete a verification process and create a "BitPay ID" at the time of payment. Bidder agrees, upon our request, to provide documentation confirming that the Cryptocurrency payment was made from a digital wallet registered in Bidder's name. Partial payments will not be accepted. Furthermore, partial payments from multiple digital wallets or using multiple Cryptocurrencies will not be allowed. If Bidder purchases multiple Lots, Bidder may pay for one Lot from one digital wallet using one Cryptocurrency and for another Lot from a different digital wallet using the same or a different Cryptocurrency, but payment must be accomplished through two separate transactions. For Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency payment, and will be based on the rate set forth by BitPay as availabel through its exchange. If a Buyer seeks possession of the Property after paying in Cryptocurrency, the Buyer must release its contact details to AMC. All payments made using Cryptocurre

If Bidder makes payment in Cryptocurrency from a digital wallet, Bidder represents and warrants that the source of wealth for the digital wallet is not attributable, either directly or indirectly, to (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations, the United States, or the People's

Republic of China or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, the United Nations, or the People's Republic of China, including the China's Unreliable Entity List, and such list of sanctioned individuals or entities as promulgated by the Ministry of Foreign Affairs of the People's Republic of China .

- b) Release of Purchased Property. Once payment in full of the final purchase price has been received by AMC, and subject to Buyer's compliance with the other terms and conditions of the Agreement, the purchased Lots will be released to Buyer. Any Lot not collected by Buyer within thirty (30) days following the auction will be removed to storage by AMC and the costs of packaging, handling, removing, insuring, and storing that are incurred by AMC in connection therewith shall be assessed as set forth in the Collection and Shipment of Wines form. Any such Lot will be released from storage only after payment is made in full of the aforesaid costs at the applicable rates then in effect.
- **c) Packing and Shipping.** Buyer is expressly advised to read the Collection and Shipment of Wines form.

By AMC. Subject to the terms of the Collection and Shipment of Wines form, all packaging, handling, transporting, insuring, and delivering of purchased Property are the sole responsibility of Buyer and occur at the sole risk and expense of Buyer, whether or not Buyer engages AMC for such purpose. Buyer shall pay AMC in advance for all expenses incurred by AMC in engaging such services unless AMC chooses in its sole discretion to bill Buyer after such services are performed.

By Third Parties. AMC, on behalf of Buyer, will follow Buyer's instructions in arranging the delivery of the purchased Property by a carrier selected by Buyer; provided, however, that AMC shall not be responsible for any acts or omissions of any carrier or shipper, including, without limitation, any packing, handling, transporting, insuring or delivering of any Property and any storage or shipment of Property under inappropriate conditions.

d) Rescission. AMC's Limited Guarantee. If, within ninety (90) days after the auction. Buyer of a Lot notifies AMC in writing that such Lot is short or is in unsound condition (e.g., cooked and spoiled), or that any statement made in AMC's offering materials concerning such Lot is materially incorrect, AMC shall be the sole arbiter, by way of inspection or by such other reasonable means as it see fit, of the validity of such claim between Buyer and Seller and shall make a final decision binding on Buyer and Seller based on its determination of the validity of such claim. No claim made by Buyer under the preceding sentence shall be addressed by AMC unless all Property in question (i) has the AMC auction sale date reference sticker on its bottle, (ii) is in the same condition in which it was delivered to Buyer, and (iii) has been shipped to and from Buyer and stored under appropriate conditions. Having decided any such claim, AMC may, in good faith, direct that the sale either stand or be rescinded and that the final purchase price be refunded either in whole or in part. By bidding at auction, Bidder agrees for itself and its successors and assigns that (i) it hereby waives any right to make any claim or bring any legal action against AMC resulting from any determination made or failed to be made by AMC under this Paragraph 5 (d), and (ii) in the event that Buyer fails to provide timely and proper notice to AMC under this provision, Buyer shall be deemed to have waived the right to rescission as herein provided.

Rescission availabel solely to Buyer. The remedy of rescission, if AMC elects to rescind under the circumstances, is availabel solely to Buyer of Property, who must have remained the sole owner thereof with no transfer of any interest therein to any third party.



Buyer's Sole Remedy. The refund to Buyer of the purchase price for Property shall be Buyer's sole remedy for any matter relating to the condition of Property, and such remedy shall be availabel only if Buyer received such Property from AMC. In no event shall AMC be liable for any indirect, special, punitivem consequential, loss of profit or other damages, including, without limitation, attorneys' fees and expenses, no matter how arising, and AMC's maximum liability shall be the amount paid by Buyer (exclusive of all taxes) for any Property that is subject to return as permitted hereby. Seller shall have no other liability of any nature or kind under this Agreement, in tort or otherwise, whether at law or in equity, with respect to this Agreement or the offer, purchase and sale of any wine comprising the purchase and sale of Property.

Different Importers. Although AMC makes an effort to state in the catalogue if a Lot includes wines from different importers, failure to so state is not grounds for rescission of the sale of any Lot. Similarly, any incorrect statement or omission in the catalogue concerning bottles and/ or sequence numbers of Property from those producers that number their bottles comprising Property, is not grounds for rescission of the sale of any Lot.

e) Default by Buyer. If Buyer fails to make payment in accordance with the Conditions of Sale within ninety (90) days following the auction, AMC may, in its absolute discretion:

- i. Cancel the sale;
- ii. Resell Property publicly or privately for Buyer's account and at Buyer's risk and charge Buyer for any deficiency between the final bid in the resale and final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at AMC's regular rates and the Buyer's premium due in connection with the initial sale;
- iii. Set off all sums due from Buyer against any amounts which AMC may owe to Buyer;
- Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in AMC's possession owned or consigned by Buyer;
- v. Collect from Buyer the total amount due plus any loss, cost or expense incurred by AMC in effecting such collection;
- vi. Charge Buyer interest at the rate of eighteen percent (18%) per annum on all sums due from Buyer;
- vii. Collect from Buyer the fees, expenses, and disbursements of legal counsel to AMC incurred in exercising any one or more of the rights or remedies set forth in this Agreement;
- viii. Not permit Buyer directly or indirectly to participate in future AMC auctions;
- ix. Exercise any right or remedy against Buyer availabel to Seller; and
- x. Assert any other rights or remedies availabel at law or in equity.

AMC may, in its discretion, exercise any one or more of the preceding remedies or any combination thereof.

f) Buyer's Indemnity. Buyer shall indemnify, defend, and hold AMC, and its offices, directors, employess, adn agents, harmless from any loss, expense (including attorneys' fees and expenses, which shall be paid in advance), liability, costs, or damages incurred by reason of (i) any breach or alleged breach of any warranty herein or breach of this Agreement by Buyes, (ii) any inaccuracy of any certificate, document or instrument delivered by Buyer pursuant to or in connection with this Agreement, and (iii) any act or omission of Buyer, its agents or employees, adversely affecting Property. Buyer's representations, warranties and indemnitication will survive completion of the transactions contemplated in this Agreement.

g) Copyright. AMC reserves copyright in all images, illustrations and written material produced by or on behalf of AMC, including, without limitation, the content of this catalogue (collectively, "Material"), and in no event may Buyer or any third party use any of Material without AMC's prior written consent. In no event do either AMC or Seller make any representation or warranty that Buyer will acquire any copyright, reproduction right or any other intellectual property right in any Property.

#### 6. GENERAL TERMS.

- **a) Headings.** The section headings in this Conditions of Sale are for convenience of reference only and shall not be considered as substantive parts of this Agreement.
- b) Entire Agreement. This Agreement (including all instruments incorporated by reference) constitutes the entire agreement between AMC and Buyer pertaining to the subject matter hereof and supersedes any and all prior discussions and agreements between them. This Agreement may not ne amended, nor shall any waiver, change, modification, consent, or discharge of any part of this Agreement be granted, except by an instrument in writing executed by both AMC and Buyer. Any failure by AMC to enforce any provision of this Agreement shall not operate as a waiver of such provision.
- **c)** No Joint Venture. No provision of this Agreement shall be construed to create any agency, partnership, or other joint enterprise between AMC and Buyer.
- **d) Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong without reference to principles governing conflicts of law.
- e) Dispute Resolution. Any and all disputes or controversies arising under or relating to the interpretation or application of the terms of this Agreement or any extersion or modification thereof, or the asserted breach thereof by any party, shall be resolved through final and binding arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with such rules. There shall be one arbitrator, and the arbitration proceedings shall be conducted in English. Any arbitrator so appointed shall be empowered to, in addition to awarding actual money damages (but not punitive damages) against the party found to have violated this Agreement, grant in his award, injunctive or other types of equitable relief, to enforce specific performance of this Agreement, and to prevent any continuing or further violation of its terms. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction there. The cost of such arbitration shall be borne equally by the parties, except that each party shall be responsible for its own attorneys' fees.

#### 7. LANGUAGE.

In case of any conflict between the English and Chinese versions of this document, the English version shall prevail.



## 葡萄酒之收取及付運

#### 1. 進口限制

拍賣競投者(「競投者」)應注意若干司法管轄區就含酒精飲料所訂明的進口限制。在收取或付運於 或從Acker, Merrall & Condit (Asia) Limited(「AMC」)購買的葡萄酒(「財產」)前調查、申請、取得、安排及遵從所有特別許可證或牌照規定及其他限制的責任由買方(「買方」)獨自承擔。AMC就在付運前代買方取得許可證或牌照概不承擔任何義務或責任,亦不會就買方未能取得任何有關許可證或牌照承擔任何法律責任。AMC乃一銷售代理,代買方安排運送,並非財產的擁有人或賣方(「賣方」)。競投者須在拍賣競投前清楚認識其司法管轄區的進口法律,以決定可否、何時及如何合法地運送財產至其司法管轄區。

#### 2. 收取財產

免費提取服務只限於向作出預約的人士提供。請於最少一星期前透過shipping@ackerasia.com直接與AMC預約安排提取。財產在未收取付款及清算金額前將不會被發放。以個人支票付款的買方,應容許5個工作天以發放財產。

AMC 對任何狀態變化,包括木桶、木桶內的液體以及在拍賣會中出售的木桶拍品不承擔任何責任,AMC對購買木桶後所出現的任何自然損失不承擔任何責任。AMC出售的橡木桶拍品通常位於蘇格蘭,因此,如果買家競拍橡木桶拍品,將承擔之後的一切費用以及手續,包括轉移所有人信息、倉儲、灌裝等等。

如果購買的拍品位於紐約倉庫的 Acker's Valley Cottage,買家必須在拍賣之日起六十天內安排拍品的交付或取貨。如果買方不安排此類批次的交付或取貨,則將向買方收取每單位購買的 25 美元(每單位 25 美元)的倉儲費。此外,如果買家在拍賣日起六個月內未安排運送或提取所購買的拍品,AMC 將根據其自行決定的估計重新提供該拍品。

買家如果沒有在拍賣會結束後35天安排運輸,則需要承擔9.9港幣/750ml支的倉儲月費,倉儲費需每三十天支付, 超過750ml支的拍品倉儲費用將會更高。

## 3. 多項運送或提取

任何拍賣品(定義見下文的AMC銷售條款)如分拆為兩部份或以上運送或提取,將按每拍賣品每次分拆收取服 務費。

#### 4. 貯存

若任何拍賣品在拍賣日期後的三十(30) 天內,未能完成運輸安排或未被買家領回的拍品,該拍品可由AMC移至第三方存倉設施(或,由AMC親自轉移至其選擇的存倉設施),買方應向AMC全數支付所有其間產生的與拍品相關的包裝、處理、運輸、保險及第三方存倉的費用;買方亦要在收回拍品之前向AMC全數繳納一切應繳款項。由拍賣日期起計九十(90) 天內,不論買方因為任何原因而未有從AMC 提取拍品,將被視為買方授權AMC採取任何其認為適當的行動以處理相關拍品,除非AMC 與買方雙方另有書面約定。 AMC可以,自行作出選擇,判定相關拍品已被買方放棄,及/或除了對如上所述事項和基於AMC 擁有的任何其它的普通法和平衡法的權利之上徵



收成本和費用,AMC有權自行決定在任何地點和以AMC自訂的價格,公開或私下(包括任何一個或多個AMC或其他拍賣會或在一個或多個零售銷售點)重新出售相關財物,並且從出售所得的總收益中扣除其法律費用和開支以及其他慣常成本,包括但不限於銷售方佣金和買方溢價(在拍賣中售出的情況下),廣告費,第三方銷售佣金和包裝,處理,運輸,保險和額外的第三方倉儲費。在任何情況下,在拍賣日後三十(30)天內未被提取的財物的任何損失或損壞,AMC不承擔任何責任。

#### 5. 付運

**買方須單獨負責付運財產,並須負上遵守適用法律的所有義務。**受限於適用法律,應買方要求,AMC可擔任代理人代買方僱用公共承運公司運送財產予買方。

運費必須由買方預先繳付或到付。付運亦將收取服務費。付運可於收取所有付款及資金存進AMC的賬戶後作出 安排。買方應容許5個工作天以作香港境內付運的安排,及10個工作天以作國際付運的安排, 國際付運可能要求 提供海關文件或特別路線安排。

在所有情況下,AMC均會代買方安排最安全、最快捷及最具成本效益的付運方法。經由任何承運公司付運財產而引起的任何損失或損毀以及有關風險將由買方及/或承運公司全部承擔。AMC對財產在運輸途中發生的任何 變壞、損毀或損失,概不負責。

#### 6. 税項

稅項將由最終付運目的地的法律決定。買方須負責確保遵守付運的適用稅法。持有轉售牌照的買方可能免繳稅項,並應在購買前向AMC出示所需文件。

一些司法管轄區亦可能對付運財產進其境內徵收消費稅。如有需要,AMC可向買方收取有關消費稅。

#### 7. 彌償保證

買方同意就因買方違約或買方未能繳付任何適用稅項而引起的任何及所有要求、申索、訴訟、判決或其他法律責任(包括AMC就此產生的合理律師費及開支),向AMC彌償、為其進行辯護及使其免受損失。此彌償保證在本協議終止後仍然有效。

付運保險並不包括因賣方或買方被指稱違反適用法律而被任何政府或執法機關充公的損失。

#### 8. 語言

如本文件中英文本出現歧異,概以英文本為準。

#### 所有付運均須預先全數付款。



#### COLLECTION AND SHIPMENT OF WINES

#### 1. LIMITATIONS ON IMPORTATION

Bidders at auction ("Bidders") should be aware of restrictions imposed by various jurisdictions regarding importation of alcoholic beverages. It is the sole responsibility of the buyer ("Buyer") to investigate, apply, obtain, route, and comply with all special permit or license requirements and other restrictions prior to collection or shipment of wine ("Property") purchased at or from Acker, Merrall & Condit (Asia) Limited ("AMC"). AMC assumes no obligation or responsibility for obtaining permits or licenses on behalf of Buyer prior to shipment, and disclaims all liability for Buyer's failure to obtain any such permits or licenses. AMC is not the owner or seller of Property ("Seller"), but is a marketing agent which makes delivery arrangements on Buyer's behalf. Bidders are urged to familiarize themselves with their jurisdiction's importation laws prior to bidding at auction to determine if, when, and how Property may be legally delivered to their jurisdiction.

#### 2. COLLECTION OF PROPERTY

Complimentary pick-up is available by appointment only. Please schedule pick-up by contacting AMC directly at shipping@ ackerasia.com at least one week in advance. Property will not be released until payment in full has been received and funds have cleared. Buyers paying by personal cheque should allow five business days prior to release of Property.

AMC shall also bear no liability or responsibility for the condition including deterioration of any casks, barrels, portion thereof or the liquid held inside the cask or barrel offered for sale at auction; and in no event will AMC be liable for any risk of loss as well as any special, consequential, or exemplary damages related to the purchasing of cask(s). Furthermore, casks(s) listed for sale by AMC are usually located in Scotland. Therefore, if Buyer chooses to bid for a cask(s), Buyer will be solely responsible for assuming title to the cask(s), storage and bottling of the cask(s).

If the purchased Lot(s) are located at Acker's Valley Cottage, New York warehouse, Buyers, within sixty (60) days of the date of the auction, must make arrangements for the delivery or pick up of the Lot(s). If Buyers do not make arrangements for the delivery or pickup of such Lot(s), Buyers will be charged a storage fee of twenty-five dollars per unit purchased (USD\$25 per/unit). Furthermore, if Buyers have not arranged for the shipping or pick up of the purchased Property within six (6) months from the auction date, AMC will reoffer the Property at estimates to be set in its sole discretion.

Buyer will be responsible for a stock fee in the amount of nine Hong Kong dollars and ninety cents (HKD\$9.90) per seven hundred and fifty milliliter (750ml) unit if Buyer does not make arrangements for shipment of the Property within thirty-five (35) days after the auction billable daily. This stock fee will be payable every thirty (30) days that Buyer has not made arrangements for the shipment of the Property. The stock fee will be higher for units in excess of seven hundred and fifty milliliters (750ml).

#### 3. MULTIPLE DELIVERIES OR PICKUPS

Any Lot (as such term is defined below in AMC's Conditions of Sale) that is split into two or more parts for multiple deliveries or pickups shall be subject to a service charge per split, per Lot.

#### 4. STORAGE

Any Property for which shipping arrangements have not been made or which has not otherwise been collected within thirty (30) days following the auction date may be removed to a third party storage facility by AMC (or, at AMC's election, stored on-site by AMC) and all packaging, handling, shipping, insuring, and third party storage fees associated with such Property shall be paid in full by Buyer together with any other costs or charges owed by Buyer to AMC prior to the release of such Property by AMC. If any Property is not collected from AMC by Buyer for any reason within ninety (90) days following the auction date then, unless otherwise agreed in writing by AMC and Buyer, AMC is authorized by Buyer to take any action it deems appropriate with respect to such Property. AMC may, at its election, deem such Property to have been abandoned by



Buyer and/or, in addition to the imposition of the costs and charges set forth above and any other rights AMC may have at law or equity, AMC shall have the right, at its sole discretion, to re-sell such Property publicly or privately (including at any one or more AMC or other auctions or in one or more retail sales) at any location and for a price determined by AMC, and to deduct from the gross proceeds of any such re-sale its legal fees and expenses and other customary costs, expenses and charges including, without limitation, seller's commission and buyer's premium (in the case of auction sales), advertising costs, third party sales commissions, and packaging, handling, shipping, insurance and additional third party storage fees. In no event shall AMC have any liability to Buyer or any other party for any loss or damage to Property not collected within thirty (30) days following the auction date.

#### 5. SHIPPING

Buyer is solely responsible for the shipment of Property and shall assume all obligations for compliance with applicable laws. Subject to applicable laws, at Buyer's request, AMC may act as an agent to engage a common carrier to deliver Property to Buyer on Buyer's behalf.

Shipping will be at Buyer's expense, and must be prepaid or freight collect. Shipments are also subject to service charges. Shipping arrangements can be made once payment has been received in full and funds have been deposited into AMC's account. Buyers should allow five business days when arranging shipment within Hong Kong, and ten business days for international shipments, which may require customs documentation or special routing attention.

In all instance, AMC tries to achieve the safest, most efficient and cost-effective method of shipment on behalf of Buyer. Any loss or damage resulting from shipping Property via any carrier will be the sole responsibility and at the risk of Buyer and/or carrier. AMC is not responsible for any deterioration, damage or loss to Property occurring while in transit.

#### 6. TAXATION

Taxation is determined by the laws of the final destination of shipment. It is Buyer's responsibility to ensure compliance with applicable tax laws for shipments.

Buyers holding resale licenses may be exempt from taxation and should present the required documents to AMC prior to purchase.

Some jurisdictions may also impose excise taxes on shipments of Property into their territory. AMC may collect such excise taxes from Buyer, where required.

#### 7. INDEMNIFICATION

Buyer agrees to indemnify, defend and hold AMC harmless from any and all demands, claims, suits, judgments, or other liability (including reasonable attorneys' fees and expenses incurred by AMC in connection therewith) arising by reason of Buyer's breach or Buyer's failure to pay any applicable taxes. This indemnification shall survive the termination of this Agreement

Insurance coverage on shipping does not cover confiscation by any government or law enforcement agency as a result of alleged violations of applicable laws by Sellers or Buyers.

#### 8. LANGUAGE

In case of any conflict between the English and Chinese versions of this document, the english verion shall prevail.

All shipping must be prepaid in full.

# LOOK OUT FOR UPCOMING ACKER ASIA AUCTIONS IN 2022 & 2023!



**December 2022** 



