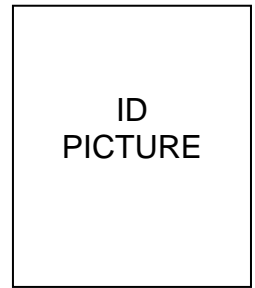




17 BOULEVARD MALESHERBES
75008 PARIS
TEL : 01 44 51 74 74
fax : 01 44 51 74 75



APPLICATION FORM

Name of Applicant :

Name of the Company :

Letterhead on invoices (Title) :

Year Book :
(Name to appear in the Association's Directory and on the web site)

Address :

Telephone n° : Fax n° :

e-mail address Web site :

Owner of the Company: VAT number :

The Company's legal status (Limited Liability Firm, etc...) :

N°, date & place of entry in the Trade Register (enclose Trade Register Extract) :

Number of years of activity in the Antique trade :

Specify date of beginning of professional activity :

Does the Company have any other activities ? Yes No

If so, what are they ?

Working hours & days :

The Applicant :

Date & place of birth : Nationality :

Personal address :

..... Personal telephone n° :

Mobile number : Agreement for this number
to appear in the year book :

National Identification Card or Passport N° :

date & place of issuing of:

SPECIALITIES :

Thank you for marking the specialities in which you wish to appear (website and directory yearbook)

You can choose up to 5 specialities

- Archéologie
- Argenterie-Orfèvrerie
- Art Animalier
- Art islamique
- Art russe et d'Europe de l'Est
- Arts d'Asie
- Arts décoratifs du XX^e siècle
- Arts premiers : Afrique-Amérique-Océanie
- Bijouterie – Joaillerie
- Bois dorés – Bois Sculptés – Boiseries
- Bronzes
- Cadres-Miroirs
- Cheminées, Pierre & Marbre
- Curiosités militaires : armes, armures, souvenirs historiques, décorations, ordres de chevalerie
- Curiosités scientifiques, objets de marine, du tabac et de l'opium
- Céramiques : Faiences – Porcelaines – Verres anciens
- Estampes – Gravures
- Horlogerie
- Instruments de musique anciens
- Laques & Meubles laqués
- Livres anciens & livres rares – Cartes anciennes – Autographes – Manuscrits – Enluminures
- Mobilier & objets d'art haute époque : Moyen-Age à Renaissance
- Mobilier & Objets d'art XVII^e et XVIII^e
- Mobilier & Objets d'art Directoire-Empire-Restauration
- Mobilier et Objets d'art XIX^e après 1850
- Monnaies et médailles
- Objets de curiosité
- Objets de vitrine : bibelots -boites – coffrets – étains – éventails – ivoires – miniatures – objets de vertu – opalines
- Papiers peints anciens
- Photographies anciennes
- Sculptures anciennes
- Sculptures modernes et contemporaines
- Tableaux et dessins anciens
- Tableaux et dessins XIX^e et début XX^e
- Tableaux et dessins modernes et contemporains
- Tapis – tapisseries - textiles

Mr. hereby submits his (her) application for membership in the National Antique Dealers Association.

If this application is accepted, he (she) undertakes to scrupulously respect the Association's regulations.

Date :

Signature :

Remark : This form must be fully completed so that the application may be taken into consideration.

(1) Specify the date

FIRST SPONSOR

I, the undersigned :

Address :

.....

Member of the National Antique Dealers Association, hereby declare that I accept the responsibility of sponsoring the membership of :

Mr. (Mrs.- Miss)

and guarantee the Association of his (her) professional activity in the Antique Trade since (1) :

Date :

Signature :

SECOND SPONSOR

I, the undersigned :

Address :

.....

Member of the National Antique Dealers Association, hereby declare that I accept the responsibility of sponsoring the membership of :

Mr. (Mrs.- Miss)

and guarantee the Association of his (her) professional activity in the Antique Trade since (1) :

Date :

Signature :

Remark : This form must be fully completed so that the application may be taken into consideration.

(1) Specify the date

**FORM TO BE RETURNED TO THE SYNDICAT NATIONAL DES ANTIQUAIRES
NEGOCIANTS EN OBJETS D'ART,
TABLEAUX ANCIENS ET MODERNES**

I, the undersigned:

NAME:

ADDRESS:

Applying for admission to the National Antique Dealers Association,
hereby declare that I have examined the texts of the Practices & Customs observed by Dealers
in Antiques and Objets d'Art, such as they were drafted and approved by the Board of Directors
of said Association and hereby undertake to respect them.

Write in hand « *Read and approved* » :

Date:

Signature:

Remark : This form must be fully completed so that the application may be taken into consideration.

(1) Specify the date



RULES GOVERNING
THE PROFESSION OF ANTIQUE DEALERS
& DEALERS IN ORIGINAL WORKS OF ART

Syndicat National des Antiquaires
17 Boulevard Malesherbes – 75008 PARIS
Tel. (33) 1 44 51 74 74 & Fax. (33) 1 44 51 74 75

Rules governing the profession of Antique Dealers & Dealers in original works of art

PRACTICES & CUSTOMS

PREAMBLE

The antique dealer, whether he deals in works of art or furniture and *objets d'art*, regardless of his field of expertise, is in a privileged position in his relations with the persons with whom he does business. Indeed, like a physician, for example, and other members of the liberal professions, he either buys or sells, and has specialized knowledge which an amateur does not have, except in exceptional cases. He must be trustworthy, which implies particular responsibilities, and sometimes has serious consequences.

These legal and moral responsibilities must be present in his mind in his relations with sellers, buyers, his colleagues, and intermediaries.

They imply true duties and obligations.

The Board of Directors of the National Antique Dealers Association has decided to review these duties for its members, and to ask for their written pledge to comply with the rules and practices of the profession.

It is on this condition only that antique dealers can be distinguished from dealers in used furnishings and objects. They must first of all consider themselves as specialists in research & identification, which implies that they provide guarantees as to their diagnoses and studies.

The commercial instrument finalizing their transactions is based on their specialized historical, technical, scientific knowledge on the date of the sale, and on their professional competence, which constitute the foundations of their profession.

The following rules are based on the laws governing our trade in particular, as well as on what is referred to as the Practices & Customs of the profession, such as they have been studied by the National Antique Dealers Association, and such as they are constantly applied in our profession.

They do not pertain solely to the activity of the seller, the antique dealer or the dealer in original works of art, but also to his responsibilities and the risks he incurs when he buys.

They are supplemented by the appended recommendations concerning certain particular methods which accompany our transactions.

They are therefore presented as follows.

CHAPTER ONE - RELATIONS WITH DEALERS

- I. The guarantee
 - a) Buying from individuals
 - b) Buying from colleagues or from ministerial officers.
- II. Buying Conditions
 - a) Origin of the objects purchased
 - b) Sellers' identity
 - c) Particular cases and precautions to be taken
 - d) Delay before confirmation (law of June 23rd, 1989)
- III. Goods received on consignment, entrusted for sale or on certain conditions.

CHAPTER TWO - RELATIONS WITH BUYERS

- I. The guarantee
- II. Terms & conditions of the guarantee
 - a) Descriptions
 - b) Condition of objects sold, restoration & repair,
 - c) Certificates of authenticity and other elements related to the guarantee
 - d) Sale to Museums or to colleagues
 - e) Limit on the guarantee

CHAPTER THREE - RELATED RECOMMENDATIONS

- I. Down payments & deposits
- II. Business done with one or several other partners
- III. Commissions owed to intermediaries
- IV. Obligation to keep a police book
 - a) Provisions concerning persons whose professional business activities include the sale and/or exchange of certain items of personal property.
 - b) Provisions concerning public events for the purpose of the sale or exchange of certain items of personal property.

CHAPTER ONE

RELATIONS WITH DEALERS

I. The guarantee

- a) Buying from individuals

The individual seller is not under the obligation to guarantee an object or a work of art he is selling to an antique dealer or to a specialized dealer. He is worthy of blame only if the buyer is able to prove fraud or a fraudulent intent. In all other cases, there is no possible recourse against the seller, in the event of an error on the antique dealer's part at the time of his purchase.

However, if an antique dealer – whether he be dealing in *objets d'art* or in original works of art – avails himself of his knowledge to mislead the seller with respect to the quality of the object he is buying, and makes him an offer which is disproportionate with the true value of said object, he is in running the risk of bearing the consequences of substantiated claims.

- b) Buying from colleagues or from ministerial officers

It is patent that this does not apply to purchases made from other antique dealers, who are expected to establish the price of what they are selling, with full knowledge of the facts, nor to those made by ministerial officers at public auctions where the competition between the various buyers establishes the right price¹,

II. Buying conditions

We warn our colleagues very strongly against the possible consequences of a purchase from persons they do not know, or under suspicious conditions. Few antiques have not, once in their lifetime, purchased, legally or in good faith, a stolen or misappropriated object.

- a) Origin of objects purchased

An antique dealer or dealer in original works of art – who, in this instance, is likened to the dealer in second-hand goods- is obliged to make certain of the origin of the objects and works purchased, and of the identity of their owner or seller. Therefore, all purchases of movables from minors or from persons prohibited to sell are invalid; objects from inherited estates may be negotiated only with the approval of all the beneficiaries, as is the case of objects belonging to a couple in the case of a divorce.

This agreement must be specified by the seller in the receipt he issues to the buying antique dealer, in which he stands as guarantor on behalf of the joint owners he represents.

¹ It is fitting to recall here that what we call the "revision" is illegal and constitutes a misdemeanor in that it constitutes a coalition or an impeding of the freedom of public auction (art. 313-6 of the Code of Criminal Law).

Moreover, Article 18 the law of December 31, 1913 governing historical monuments and sites, stipulates that all classified movable objects belonging to the State are inalienable and, Article 19 thereof that individuals who own a classified object must inform the buyer of the existence of this classification.

However *objets d'art* belonging to certain public authorities cannot be alienated without the prior approval of the Minister of Cultural Affairs.

However, in all the cases set forth above, a buyer who can prove this good faith, in particular by presenting duly issued receipts the wording of which indicates that he has been misled by the seller who was presumed to be the owner of the object and therefore free to sell it, as well as by entering the object acquired in his register of merchandise (or his stock record) on numbered, initialed pages, is entitled to the reimbursement of his purchase price.

However, such reimbursement, which always constitutes a problem, can take place only after a procedure which may be drawn out, and the buyer's good faith can always be questioned by the injured owner, even if it is genuine.

b) The sellers' identity

The police book must specify the identity of the seller (article R.321.3). It might be attested by the production of their national Identification Card (name, number and issuing date of the card): This information appearing on this card must be entered onto the receipt issued to the antique dealer. This receipt must bear the words: *Sold to Mr....., such-and-such an object which is my personal property*. In the event of a sale through an intermediary, it must bear the words; *which I am responsible for selling on behalf of a third party*.

It is to be noted that the recommendations concerning the seller's identity apply in a general manner to all purchases and consequently to those which may be made in the home, store or gallery of the buying antique dealer when the seller is honorably known to him.

Even in the event of purchases made in the seller's domicile, this does not exclude unforeseeable claims subsequent to dealings on the part of the antique dealer who may not be the true owner of the objects, or the owner's duly appointed agent.

c) Particular cases and precautions to be taken

Moreover, utmost caution must be observed for purchases made from any party, French or foreign, who does not reside in France. Independently of other risks, there is the risk of being considered as party to a fraudulent import.

It is recalled moreover that foreigners temporarily in France, who are generally non-residents, are not entitled, except in exceptional situations, to receive payment in cash or by check, even if the checks are not for deposit only.

d) Delay before confirmation (law of June 23rd, 1989)

According to the French consuming code all deal must be done under a duly written contract specifying the following :

- (1) Dealer's name
- (2) Address and place where the contract is signed
- (3) Precise description of the deal and objects concerned with,
- (4) Conditions to run the contract (delivery date for goods, price and method of payment)

The mention giving the client a possibility of self denial, seven days following the signature date, shall be mentioned on the contract. Unfitting with to these obligations will expose the dealer to serious sanction : inprison from one month to one year along with/or penalty up to 25,000 FF.

III. Goods received on consignment, entrusted for sale or on special conditions

A frequent practice exists in our trade which consists in the consigning of *objets d'art* either by fellow-dealers or by individuals for the purpose of selling them.

In the great majority of cases, the owner of the object or of the work is purely and simply entrusting it to a dealer in antiques or in works of art, whom he trusts, who is expected to return it after a given period of time or to remit the price thereof to the owner.

The object entrusted in this manner remains the seller's property. The possible buyer owes only the price agreed upon, if he does not return the object to the dealer. Unless otherwise agreed, he can, within the period stipulated in the sale mandate, transform this operation into a purchase, at his sole discretion.

A sale on specific conditions must be accompanied by an entry made by the dealer in his stock book and he must issue a receipt to the consignor. This receipt may be drafted as follows :

“The following object received on consignment, to be sold for the account of Mr..... for the price of.....”

It is expressly agreed that I undertake to return this object

- a) At Mr.....'s first request,*
- b) Within a period of.....*

and that it shall remain his property, unless it is sold on behalf of Mr.....for the agreed price.

This object shall in no event appear in my assets in the event of an attachment, bankruptcy or receivership²

*Read & approved
Signature
Date written out in full”*

Indeed, all confusion must be avoided between “consignment on condition”, and “sale on condition”, as the latter term can be understood only as a sale subject to a condition precedent or avoidance clause (Articles 1168 and the following of the Code of Civil Law). The receipt, such as worded above, appears to avoid all confusion.

The contract of an object “entrusted for a commission” can also stipulate that the object shall be sold by the dealer for the account and for the benefit of the seller, for a percentage which is specified when the object is entrusted to the dealer and, possibly, the reimbursement of the costs advanced by the dealer for the sale of the object.

CHAPTER TWO

RELATIONS WITH BUYERS

I. The guarantee

The dealer in antiques or in works of art must provide an explicit guarantee on the invoice he provides to his clients, covering to the objects or works of art he is selling. These guarantees are provided on the basis of the dealer’s knowledge on the date of the sale (scientific, historical, technical...). Should he fail to do so, the terms in which the object or the work are described, as well as the price for which they are sold may be considered as an implicit guarantee. Thus, one cannot claim, unless the contrary is specified, that a “Louis XVIth desk” particularly if it has been sold for a price corresponding to what it is considered to be, was merely in the seller’s mind a Louis XVIth style desk, without any specific period.

Depending on the meaning given to this term in our trade, we say that an *objet d’art* or a piece of furniture, or a work of art, is authentic when all parts thereof date back to the period or were made by the master (cabinet maker, bronze smith, silversmith, porcelain artists, tapestry artist, etc.) indicated by their style and possibly, by the mark or stamp testifying to their author.

On the other hand, the term *original work of art* contains a degree of ambiguity.

Indeed, the Administration considers as original works of art paintings, drawings, engravings and pieces of sculpture, even if it is impossible to identify the artist who has created them. Indeed, works resulting from the inventiveness and work of an artist are considered as original works of art, even if the artist is unknown, as opposed to the work of so-called “artisans”.

Moreover, it is said that the work of a given artist is original when it is truly by the artist (painter, sculptor, engraver – or artists, in the event of a work created by several artists) all of whose characteristics it portrays, or as the case may be, whose signature it bears. One can also say, in this case, that it is an original work by such-and-such an artist.

The guarantee can therefore pertain to the authenticity, the original nature of the work or an indication of its author.

² Such a receipt may be torn out of a stub book containing numbered pages, which shall remain in the dealer’s custody, and which can bear the references: Returned on....or sold on.....

II. Terms & Conditions of the Guarantee

a) Descriptions

Under these conditions, the descriptions of the objects or works sold must not allow for any ambiguity, and must comprise a precise description permitting identification.

Caution must be shown regarding generic terms such as “Bouille” for furniture with tortoiseshell and brass inlay, regardless of the period, “Gobelins” for tapestry regardless of the factory, “color engraving” when it can be a simple black & white engraving to which color has been added.

We recall here the meaning of certain terms commonly used in descriptions.

The indication of a reign, without any other detail, can always be interpreted as a guarantee of a period. Thus, it is always better to specify that an object is “Louis XIV, Louis XV or Louis XVI period for example: “of the Ming, Kang Hi or Kien Long period” in the case of China. The term “Louis XIV, Louis XV or Louis XVI style” or “a style” piece means that there is no guarantee as to the period.

For a piece of furniture, indicating that it bears the stamp of a master cabinetmaker amounts to guaranteeing that the stamp has been affixed by him, and that it is his work. In the event of a doubt, one can state that the piece is attributed to such-and-such a cabinet-maker, and indicate the existence of *a* mark (and not *his* mark). Similarly, for paintings and drawings, to specify that they are signed is to provide a guarantee that they are original. In the event of a doubt, one can indicate that they bear an “inscription”.

The use of the term “attributed to” indicates that the work or object is not guaranteed as being by the master indicated; but it cannot be used to designate works or objects of a period other than that of this master.

The term “workshop” must be understood literally. This means that the work was made in the workshop of the designated artist. However, collective workshops existed, whose members succeeded each other over long periods of time. Thus, in Italy, the Ambriachi workshop counted craftsmen whose first names are generally not known, and who worked from the XIVth to the XVIIth centuries. In this case, the period of the object sold must be specified.

“School” can apply only to works or objects made during the generations which immediately followed the artist’s life and in his own country, with few exceptions.

Lastly, the term “*genre*” implies no guarantee as to the artist, date or school.

Unless otherwise specified, all these references apply to the object designated or described in its entirety. Thus, “a Louis XVth period secretary in inlay with gilded bronze hardware” is necessarily a piece in which the frame, the inlay and the hardware are of the same period. When one describes a Louis XVth secretary in inlay ornated with gilded bronze hardware, one can perhaps admit that the period guarantee does not include the hardware, but if this is the case, it is clearly preferable to point it out. Similarly, if the decoration on an antique porcelain piece has been painted over, it is fitting to say so, if only as a precautionary measure.

b) Condition of objects sold, restoration & repair

The objects and works of art sold by dealers in antiques and original works of art are, unless otherwise indicated, designated on the invoice and considered as being in a good state of repair, without having undergone any accidents, repairs, restoration, apt to alter their substance or value. Were they not declared such accidents, repairs & restoration could constitute hidden defects (Art. 1643 of the Code of Civil Law).

The extent of the repair or restoration which does not alter the substance or value varies depending on the object’s category. For example, certain pottery pieces from excavations are almost always damaged, and sometimes have to be put back together without this having any substantial influence on their value, while European, or even Chinese, porcelain pieces must be intact if they are to retain their full value.

Thus, it is necessary, for example, to inform buyers of cracks and repairs on porcelain pieces, the replating of objects in plated silver or the regilding of bronze pieces, additions to pieces of furniture, major restoration on paintings and drawings, spots and tears on engravings.

However, it is just as obvious that this restoration and repair, when they constitute only a repair to preserve the piece in no manner altering the antique, stylistic elements, and bring about no change in the specific nature of the work or the object, cannot be cause for complaints to the dealer and need not be expressly declared on the invoice. This is true of cleaning, revarnishing, repair, redoing the canvas or back on paintings, cleaning furniture and bronze pieces...

Moreover, all of the major museums in the world have their own work shops for restoration and repair.

c) Certificates of authenticity and other elements related to the guarantee

The dealer frequently provides to his buyer, at the time of the sale, particularly for original works of art, a certificate of authenticity signed by a specialized expert or art historian. Unless expressly otherwise specified in the invoice, the remittance of such a document means that the seller endorses the certificate issued and that he is providing it only in support of his personal guarantee. The same is true, moreover, for works sold at auction, accompanied by a certificate.

However, if it is specified that the work is merely attributed to the master, to his work shop or his school and, in this case alone, the certificate provided no longer constitutes anything more than a factor of appreciation submitted to the buyer.

Similarly, if it is indicated that the work appeared in such-and-such a collection, was put up for sale in such-and-such an auction, this implies not only that there is good reason to consider that it is indeed to this work we are referring, but also that the seller can boast of the source to which it is attributed and under which it is presented. If not, it is fitting to point out that it was considered as being the work of such-or-such a master.

The issuing of such a certificate or the statement of such origin does not suffice to release the seller from his own liability.

d) Sale to Museums or to colleagues

One can admit a departure from the rules set forth above in the event of a sale to museums or to colleagues, who have had the leisure to examine the works proposed.

Indeed, they can be considered as specialists, on a par with the seller, dealer and, except in the case of fraud or concealment, it is difficult for them to file a suit due to an error concerning the goods sold, when they themselves committed this error. Sellers however are still subject to claims on the part of museums or of colleagues with whom they have done business.

e) Limit on the guarantee

The liability of the antique dealer or the dealer in original works of art, who guarantees a work he has sold, is established by law at ten years beginning on the date of the sale. The same is true moreover, for objects or works which he may have purchased under conditions not entirely legal. Recently a suit was filed several months before it would have been barred, against Parisian antique dealers who had purchased works of art from nationalized private Russian collections at a public auction organized by the Soviet Government.

Regarding the guarantee, however, we consider that sellers cannot be charged with an erroneous attribution or description when only the progress of art history, subsequent to the period of the sale, has permitted a change in this attribution. This is the case of Louis XVth period gilded bronze pieces bearing the “crowned C” which was thought to be Caffieri’s mark, and today is considered as a mere indication of the date.

CHAPTER THREE

RELATED RECOMMENDATIONS

I. Down payments & Deposits.

The two expressions are frequently utilized interchangeably, however their meanings differ. Attention must be paid to their consequences.

Under Article 1583 of the Code of Civil Law, a sale is complete following mutual consent concerning the object and the price. Given, however, that it is common use, when the picking up and payment of a thing are postponed, to immediately require that the buyer pay a certain sum, the use of this sum must be specified.

Down payment – Normally such a payment represents advance payment of a portion of the price. The reason for which it exists and is mentioned on the receipt, is that it constitutes an initial payment on the buyer’s part. In making this payment, the buyer therefore ratifies the sale, and becomes the *unquestionable owner* of the object, regardless of the length of the period following which he will pay the balance of the price.

Deposit – According to Article 1590 of the Code of Civil Law, the payment of deposits corresponds, on the contrary, to a different legal operation, i.e. a promise to sell from which each party has the possibility of withdrawing. The text explains that the party who has paid the deposit loses it if he withdraws. However, the party who has received it must return twice the amount if he withdraws.

Due to this distinction, the term *down payment* must be utilized if the parties consider the sale as firm and final. The term *deposit* must be utilized, however, if the parties admit that the sale is not final, and specify a term to this operation.

Standard form for receipt of down payment:

Received from Mr....., address:.....
The sum of (written out in full).....
As a down payment on the purchase of (designation of the object).....

Date & signature

Standard form for receipt of deposit:

Received from Mr....., address:.....
The sum of (written out in full).....
As a deposit on the sale of (designation of the object).....
Valid until (date).....
When this object (or this piece of furniture or this painting) shall again become my property if the balance on the price thereof has not been paid.

Date & signature,

Needless to say, these receipts must always be drawn up in duplicate (*with a carbon copy*) and preferably numbered.

II. Business done with one or several other partners

The basis for any joint business (involving two or more persons) is absolute mutual trust.

Unless a special agreement has been reached, the purchase and sale of an object by several persons is paid for in cash by each participant. Payment is immediate.

If the participants so wish, mutual insurance coverage is taken out to cover the various risks to which the object is exposed (theft, breakage, fire...). Otherwise, the participants accept these risks jointly & severally.

The sales price is determined in advance and the object sold in the best interests of all. However, the seller is not obliged to provide any proof of the conditions of the operation (name of the buyer and of the brokers, etc...).

If the seller sells the object on credit, he does so at his own risk, and must pay the amount of the object to his co-participants, as though the sale had taken place for full cash payment, unless they have accepted the credit operation.

The wording on the invoice is determined jointly by the participants who shall remain the joint, several guarantors thereof.

If the seller sells the object along with one or several objects belonging to him alone, he shall be careful to single out the interests of his fellow participants by distinctly designating by name, on his invoice, the object sold on joint account and specifying the price thereof separately.

If the buyer wishes to return the object, the participants are informed thereof immediately, and the object is taken back jointly only if the participants agree on the recovery itself, unless the returning of the object is justified by circumstances or common practice in the trade, in which case, participants are obliged jointly to take back the object.

As the operation is considered as involving the joint ownership of the object with a view to its joint sale, the parties' silence concerning the terms and conditions for liquidating their partnership might entail difficulties apt to lead to the sale of the object by public auction, following a procedure. It is therefore preferable that the parties stipulate, at the outset, the date, terms and conditions of the liquidation of their joint undertaking.

III. Commissions owed to intermediaries

Unless otherwise formally agreed beforehand between the intermediary and the dealer:

1° The percentage has been set at 10%,

2° When the transaction takes place between an individual and a dealer, the commission is owed to the intermediary by the dealer. When it takes place between two dealers, it is generally owed by the buyer. *Under no circumstances is it owed by both parties.*

3° The commission is owed to the intermediary only for transactions in which he has truly played a role and, if subsequently, the persons he has put into contact carry out other transactions, he is entitled to commissions on this new business only inasmuch as he handles them personally and actively; However, if the buyer wishes to pay a commission on the second transaction finalized with these persons and on the following ones, this can take place only pursuant to particular agreements and for personal reasons.

IV. Obligation to keep a police book

All antique-dealers are required to keep a Police book, in accordance with the French Criminal Code :

a) Provisions concerning persons whose professional business activities include the sale and/or exchange of certain items of personal property.

Art. R.321.1 - All persons subject to the obligation to keep a register of items of personal property as provided for in the first paragraph of article 321.7 shall be bound to make a prior declaration to the "Préfecture" - Police HQ - or sub-prefecture to which its main place of business answers. In Paris, this declaration must be made to the "Préfecture de Police", or Police HQ.

Failing a fixed place of business open to the public, the place of residence or, failing which, the "commune de rattachement" - district to which it answers - as set out in article 7 of Act n° 69-3 of 3 January 1969, is deemed to be the location of the place of business.

The declaration contains the following information i.e. the name and first names of the party making the declaration, date and place of birth, nationality, place where the profession is normally exercised, status of the firm, and an extract of registration in the Trade and Companies Register.

A receipt for the declaration is handed over, which must be presented on request from the police or "gendarmerie" services, the tax authority, the customs authorities and/or the competition, consumption or fraud squad services.

Art. R 321.2 – In the case of a change of address of the main place of business, the persons mentioned in article R. 321.1 are bound to make a declaration to the "commissariat de police" - local police-station - or, failing which, to the "Mairie" - Town Hall - both in the place they are leaving and the one in which they are going to set up.

Movement of a secondary place of business must also be declared to the police-station, or, failing which, the Town-Hall of the place where the principal place of business is located.

A receipt for these declarations is given.

Art. 321.3 – The register of items of personal property provided for in the first paragraph of article 321.7 must include, apart from the description of objects purchased or held for the purpose of sale or exchange :

1° The family name, first names, status and place of residence of each person who has sold, contributed for exchange, or deposited for the purpose of sale, one or several objects, and the nature, number and date of issue of the identity document presented by the physical person who carried out the sale, exchange, or deposit, identifying the authority which drew it up.

2° In the case of a legal entity, the corporate name and registered office of the latter, and the family name, first names, status and place of residence of the representative of the legal entity who carried out the operation on its behalf, with the references of the identification document presented.

The description of each object contains the principle apparent characteristics thereof, and any and all names, signatures, monograms, letters, numbers, serial numbers, emblems and signs of all kinds affixed on it, for the purpose of identifying it.

Objects the unit value of which do not exceed an amount set by an "arrêté" - government order - decided jointly by the Minister of Justice, Minister of the Interior, and the Minister in charge of Trade, and which do not have any artistic or historical interest, may be grouped, and be covered by joint mention and description in the register.

Art.R.321.4 – Each objected exhibited for sale or held on stock has a serial number.

Objects mentioned in the last paragraph of article R. 321.3 may be set out under a common serial number. The serial number is set out in the register, and is clearly shown on each object or batch of objects.
Determination of the number of breaches does not arise from that of the exhibited objects, but from the serial numbers shown on the register
(Criminal div. 23 October 1997 : Dr. Pénal 1998, commentary 32, observations Mr. Véron).

Art. R.321.5 – The register also contains :

1° The purchase price, or, in the case of exchange, acquisition free of charge or deposit for the purpose of sale, an estimation of the market value of each object or batch of objects.

2° If applicable, an indication of the classification or entry of the object, under the Act of 31 December 1913 concerning listed historical monuments, where the second-hand personal property dealer is informed of the fact.

Art. R.321.6 – The information set out on the register is entered in indelible ink, with no blanks, scratching out or abbreviations.

The register is given reference numbers and letters and initialized by the "Commissaire de police" or failing which by the Mayor of the "commune" - district - where the place of business open to the public is located.

If the persons mentioned in article R. 321.1 possess several places of business open to the public, a register is kept for each place of business.

If the persons in questions do not possess a fixed place of business open to the public, the register is given reference numbers and letters and initialed by a police inspector or by the Mayor.

The register is kept for a period of five years, as of the date on which it is closed.

Art. R.321.7 – If the person mentioned in article R. 321.1 is a legal entity, the obligations provided for under the present sub-section are incumbent on the managers of the latter.

Art. R.321.8 – The model of the register of personal property is determined pursuant to an "arrêté" made jointly by the Minister of the Interior and the Minister in charge of Commerce and Trade.

b) Provisions concerning public events for the purpose of the sale or exchange of certain items of personal property

Art. R.321.9 – The register kept concerning any events mentioned in the second paragraph of article 321.7 must include :

1° The family name, first names, status and residence of each person offering for sale or exchange everyday items of second-hand personal property, or purchased from persons other than those who manufacture them, or sell them, and the nature, number and date of issue of the identification document produced by the latter, indicating the authority which drew it up.

2° In the case of a legal entity, the corporate name and registered office of the latter, and the family name, first names, status and residence of the representative of the legal entity at the event, with the references of the identification document presented.

Art.R.321.10. – The register must bear reference numbers and letters and be initialed by the police inspector, or, failing which, by the Mayor of the "commune" - district - where the event takes place.

It shall be kept available to the police and "gendarmerie", tax, and customs services, and to the competition, consumption and fraud-squad services throughout the entire period of the event.

At the end of the latter, and at the latest within a time-limit of eight days, it must be deposited at the "Préfecture" or at the "sub-préfecture" of the place where the event takes place.

Art.R.321.11. – If the organiser of the event is a legal entity, the obligations provided for under the present sub-section shall be incumbent on the persons managing it.

Art.R.321.12. – The model of the register is determined pursuant to an "arrêté" made jointly by the Minister of the Interior and the Minister of Trade and Commerce.

Rules and regulations

Article 1 - Admission of new members

Any membership applicant must fill a membership file which includes:

- a membership form,
- a curriculum vitae including the education, the work history, the exhibitions organised by the applicant, his publications and any piece of information that could prove the importance of the work as well as the good faith of the applicant.
- the applicant can optionally provide: an additional file including pictures and descriptions of sold items which are recognised and known, as well as any reference coming from art collectors or museums in accordance with the professional confidentiality and the commercial activity; exhibitions catalogues or publications by the applicant; any other document which can prove the knowledge and the work history.
- a registration certificate from the Companies Register dated within the last three months under the name of the applicant if he/she works on a individual basis, or under the name of the company he/she works for.
- the commitment to comply with the statutes and regulations and to sign the Custom and Usage text of the trade settled by the Syndicat National des Antiquaires.

Terms and conditions

- The file, dully filled, will be presented to the vetting committee in the speciality of the applicant; this committee will give its opinion.
- The board will not be bound to this opinion and will decide whether the application provides sufficient information or additional details are needed.
- The board doesn't have to justify its decision, and there is no possible recourse.
- If rejected, a new application may be presented only after a period of 24 months from the decision of the Board.

Article 2 - Board

The board rules the Syndicat and the trade-union business in compliance with provisions 14 and 15 of the Statutes.

The meetings take place at the headquarters. An attendance sheet is filled for all the sessions.

At the beginning of each session, the Board must pass the meeting minutes of the previous session.

The questions and requests, unless otherwise stated, will be discussed following the order mentioned in the notification. Each and every element is subject to a report written by the secretary-general or by one of the members specially appointed in order to allow other members of the Board to decide with full knowledge of the facts.

Any question not included in the business order can be added only if at least four members asked to do so and only if the President has been informed at least 3 business days before the session.

Once every quarter the treasurer must present a financial report of the treasury activities on one hand, and an economic outlook on the other hand.

A forecast budget for the year is submitted to the Board during the first session of the year.

The members of the Board are required to remain discreet regarding the information they have been told during the session and the decisions taken by the Board.

The decisions can be adopted by secret ballot vote:

- at the request of third of the members attending the session for an ordinary decision;
- at the request of one member only attending the session when it concerns a decision linked to a blame of one specific person;

Article 3 - Commitment of the Board members

Members of the Board commit themselves, in their capacity of elected members, to attend at least half of the sessions during the year of their mandate.

Members of the Board also commit themselves to:

-Neither to take any step with the official authorities on behalf of the Syndicat, nor to make any statement in the press without a special consent issued by the Board.

If a member of the Board is concerned by these provisions, he should not take part in the decision making process.

-Neither to have any private discussion about a member of the Syndicat, whether he is present or not, nor any discussion about politics or religion.

Article 4 - The Committee

The President convokes the Committee as often as necessary. A notification must be sent at least four business days before the meeting. The committee is entitled to discuss and take decisions only if two thirds of its members are present.

In case of accumulation of several functions for the Committee, the rule is one single vote per voter.

Presidents of the Vetting committees can be invited by the Committee. The committee is also entitled to ask to an external third party to attend a session about a specific topic.

The invited third party's opinion is consultative.

The decisions of the Committee are recorded in the minutes, approved at the next session.

The meeting minutes of the Committee are given to the members of the Board at the session following their adoption.

Article 5 - Legal and financial Commitment

The Board must pass the estimated budget: operating budget for the Syndicat, budget for the Biennale or any other event/fair organised by or in which the SNA is involved with.

Regarding fairs organisation, the Committee is entitled to ask to the Board to pass budget of €100 000 not subject to competition in order to handle urgent expenditures.

The Committee will report on the use of this amount to the Board.

Apart from the previous provision, the Committee is not entitled to make any financial commitment superior to €15 000 without the express permission of the board.

For any expenditure superior to €25 000, the committee has to request for an estimate from at least two different service providers.

The Board will then scrutinise the estimates; only the Board is entitled to accept a quotation.

The estimates accepted by the Board and/or the agreements involving the Syndicat must bear the signature of both the President and the Treasurer.

Any infraction or violation of this regulation will result in disciplinary measure and the offender will be held responsible.

However, the President and the Treasurer are entitled to jointly mandate a member of the Board or someone from the administrative staff.

Under no circumstances members of the Board are entitled to order any expenses on behalf of the Syndicat.

Article 6 - Regional and foreign delegations

Regional or foreign delegates can be appointed by the Board for the duration of the mandate:

- 1 delegate for Monaco;

- 1 delegate for Europe, France excluded;
- 1 delegate for Asia;
- 1 delegate for America

The task of the delegates is, amongst other things, to act as go-betweens between the Syndicat and the members.

They are the intermediaries for the Board and may be invited to take part in sessions of the Board but are not part of the decision making process.

Article 7 - The Committees

There are two types of committees: the so-called permanent committees and the exceptional one.

If a member happens to be absent from three consecutive meetings without providing an acceptable excuse, he or she will no more be part of the committee.

In case of failure to fulfil its role properly, a permanent or an exceptional committee may be dissolved by the Board.

A - Permanent committees

- Organising committee of the Biennale
- Legal and tax committee
- Vetting committee
- Organising committee for other fairs in France or abroad
- Culture committee

The presidents are appointed by the Board. They suggest the composition of their committee, and the Board must approve it.

The permanent committees are appointed for the duration of the mandate of the Board.

The Board sets the goals and the guidelines.

The committees have to report back on their activity to the Board.

The appointing and operating method of the vetting committees for the fairs are presented by the organising committees and approved by the Board.

B - Exceptional committees

They are appointed by the Board, by the Committee where necessary, in order to scrutinise specific topics of any kind.

They report back on their tasks to the Board as they evolve.

The Board evaluates the effectiveness of their tasks.

The Board puts an end to the Committee assignment.

These exceptional or provisional committees are not entitled to get involved in the permanent works of the Syndicat.

Article 8 - Union representation in official organisations

Representatives of the Syndicat in the official organisations are appointed by the Board for one year, renewable.

They have to report back on the meetings they attend to the Board.

In event of unavailability, they have to inform the President who may replace them if necessary.

Article 9 - The Administrative staff

The administrative staff, under the authority of the President and the secretary-general, is responsible for the administrative work at the headquarters:

- post and mails;
- information;
- writing of the newsletter;
- all the administrative business.

Members of the administrative staff can be appointed by the President in order to attend meetings and can be mandated in order to act on the behalf of the Syndicat during external trade union meetings.

Article 10 - Disciplinary measures

The members of the Board who do not comply with the obligations as provided in Article 7 of the Statutes or with the provisions of these rules and regulations may be subject to disciplinary measures.

In such an event, a committee made of two appointed members of the Board will make a closed hearing of the member subject to disciplinary measure.

At the first meeting of the Board following the closed hearing and without the person subject to disciplinary measure, the members appointed by the Board make a report and give their opinion on the legitimacy and nature of the considered measure; the measure can range from a warning or a dismissal, a temporary exclusion from the Syndicat, whether or not suspended, or an irrevocable expulsion.

If the Board is considering implementing a disciplinary measure, the concerned part should be convoked within a period of at least one month in order to prepare his/her defence.

Both the Board and the concerned part can attend the hearing with an adviser of its choice.

The definitive decision is taken by the Board by secret ballot and two-thirds majority vote.

Article 11- Arbitration

Any member of the Syndicat can solve a dispute either with another member or a third party through the Syndicat arbitration.

Arbitration will be effective only after both parties have signed a commitment letter stating that they submit to the decision of the arbitration members.

For the arbitration, the Board appoints either the most qualified member, or a committee of three members if necessary.

Article 12 - Participation in Fairs, Exhibitions sponsorship and support

The Syndicat National des Antiquaires can take part in fairs and exhibitions without being necessarily the organiser.

The participation falls within the Board abilities that will set the conditions with a two-thirds vote.

In the same conditions, the Board can offer its sponsorship or support for French or foreign exhibitions, only if the event deals with Art and meets the highest standards of quality and reliability.

The sponsorship can be enjoyed from large-scale promotional campaigns.

The sponsorship includes only a moral support which can be cancelled at any time if deemed necessary by the Syndicat National des Antiquaires.

Article 13 - Voting system

No later than three months before the deadline for standing for election, the Syndicat reminds its members of the elections and the eligibility criteria to stand.

The candidates must give to the Syndicat a curriculum vitae and a cover letter, both documents should not exceed 2 double-sided sheets, no later than one month prior to the assembly.

The Syndicat is responsible for copying and enclosing the documents provided by the candidates, randomly sorted.

These documents are attached to the ballot paper.

Before the election, the Board send to the members a report on its achievements and projects, as well as the input of each elected member of the Board.

Article 14 - Modifications of the Rules and Regulations

These Rules and Regulations can be modified by decision of the Board with a two-thirds majority.

Unanimously adopted by the Board,
Thursday, 3rd March 2015