

ONLINE AUCTION PARTNERSHIP (HO2)—NICHOLAS METIVIER GALLERY

A. SALE NOTICE

As the spread of COVID-19 continues to profoundly impact cities and communities across the world, the importance of joining forces with our community is more apparent than ever before. To benefit Canadians that have been left vulnerable due to this national crisis, Heffel Gallery Limited (Additionally herein referred to as “Heffel” or “Auction House”) has partnered with Toronto’s Nicholas Metivier Gallery to host an online charity auction of donated artworks by prominent Canadian and international artists. 100% of the sale proceeds from the auction, including the Buyer’s Premium, will be donated to Canadian food centres who are providing emergency relief to those impacted by the COVID-19 crisis, including Community Food Centres Canada, Greater Vancouver Food Bank, Moisson Montreal, Calgary Food Bank and Ottawa Food Bank. The RBC Foundation will be generously supporting this important cause with an additional donation of \$25,000, which will be provided directly to the food centres.

Please note that this HO2 auction in partnership with Nicholas Metivier Gallery is subject to *Special Terms of Sale*. Prior to bidding, bidders are advised to review these terms in-full.

B. SPECIAL TERMS OF SALE

The Buyer and the Consignor are hereby advised to read fully the *Terms and Conditions of Business* and *Catalogue Terms*, which set out and establish the rights and obligations of the Auction House, the Buyer and the Consignor, and the terms by which the Auction House shall conduct the sale and handle other related matters. The following *Special Terms of Sale* are in addition to, and will take precedence over, the *Terms & Conditions of Business* and *Heffel’s Code of Business Conduct, Ethics and Practices*.

1. Description of Lot

For the purpose of the Nicholas Metivier Gallery HO2 auction, Heffel has relied on the Consignor to provide photographs, Lot descriptions and condition reports. The Buyer agrees that the Auction House shall not be liable for any errors or omissions in the catalogue or any supplementary material produced or shared by the Auction House. The Buyer is advised to review section 6 of Heffel’s *Terms and Conditions of Business*.

2. Auction Preview

Lots included in the Nicholas Metivier Gallery online auction are available for preview by appointment only at Nicholas Metivier Gallery. Please e-mail ho2@heffel.com to schedule an appointment. Appointment requests must be received a minimum of 24 hours in advance of the requested preview dates, and will be subject to government directives regarding COVID-19 and mandatory social distancing.

Preview Location

Nicholas Metivier Gallery
190 Richmond Street East
Toronto, ON M5A 1P1
Contact: ho2@heffel.com

All Lots can be viewed online at Heffel.com and through our virtual auction preview.

3. Payment

As per Heffel’s published *Terms & Conditions of Business*, payment must be made by 4:30 p.m. on the seventh (7th) day following the auction, payable to Heffel Gallery Limited.

Heffel will accept the following methods of payment for HO2 purchases:

- a) Bank wire direct to Heffel Gallery Limited’s account
- b) Interac e-Transfer limited to two e-Transfers per Lot and up to a maximum of \$10,000 per e-Transfer
- c) Online payment by Visa, Mastercard or UnionPay. Online credit card payments are subject to our acceptance and approval and to a maximum of \$25,000. Such credit card payment limits apply to the value of individual transactions for separate Lots

Should the Buyer wish to pay a greater amount through one of the above listed methods, they should contact Norbert Ma (Controller) to make the necessary arrangements at norbert@heffel.com.

Heffel is a QST registrant (122 679 **** TQ****). QST will be levied on all purchases collected in Quebec and shipped to Quebec.

Tax receipts will not be provided for purchases of any Lots in this sale.

4. In-Person Collection Arrangements

All purchases must be paid for in-full prior in order to be released to the shipper, purchaser or authorized third party. Please note: It is not an option to pay upon collection at Nicholas Metivier Gallery.

Once the purchase has been paid in-full, the Buyer may collect their purchase from Nicholas Metivier Gallery by appointment only. Appointment requests must be received a minimum of 24 hours in advance of the requested pick-up dates, and will be subject to government directives regarding COVID-19 and mandatory social distancing.

If the Buyer is unable to collect their Lot in person, they may authorize the release of their property to a third party. To do

so, Heffel will require a completed and signed *Shipping Authorization Form for Property* with the name of the authorized party. The form can also be submitted online [here](#).

Pick-up Location

Nicholas Metivier Gallery
190 Richmond Street East
Toronto, ON M5A 1P1
Contact: ho2@heffel.com

5. Shipping Arrangements

Heffel is pleased to provide assistance in arranging the packing and shipment of all purchase(s). Following the sale, the Buyer will receive an e-mail with their purchase invoice(s) as well as a *Shipping Authorization Form for Property* for completion and submission. The shipping form can also be submitted online [here](#).

Please note that while Heffel provides professional guidance with regards to shipping for the convenience of the Buyer, it does not operate a full-service fine art packing and shipping business. All works will be transported via third party shipment services.

Stellar Art Services has generously donated their services for deliveries within the GTA.

Please contact ho2@heffel.com for further questions regarding this specialty auction.