

Conditions of Consignment for the Private Auction

In consigning works to the private auction conducted by Tozai New Art Co., Ltd. (hereinafter referred to as “Tozai New Art”), the consignor (hereinafter referred to as the “Consignor”) submits this application for consignment upon full understanding and acceptance of the following terms and conditions, Clauses 1 through 11.

1. Delivery of Consigned Works

All consigned works shall be delivered to the location designated by Tozai New Art. Any associated shipping costs, insurance fees, consumption tax, customs duties, and other related expenses shall be borne by the Consignor.
2. Insurance

The Consignor shall insure the consigned works, from the time they are received by the Tozai New Art until their return, under a policy that includes a waiver of recourse against the Tozai New Art. Any damage arising from an accident shall be compensated solely to the extent covered by such insurance, and Tozai New Art shall bear no further liability under any circumstances.
If the Consignor elects not to insure the works and nonetheless consigns or deposits them, the Consignor shall be deemed to have waived any claim for damages against the Tozai New Art, and the Tozai New Art shall bear no responsibility for any loss or damage.
3. Consignment Fee

The Consignor shall pay the Tozai New Art a consignment fee equal to 2% of the hammer price, inclusive of consumption tax.
4. Reserve Price

The Consignor may set a reserve price for consigned works; however, as a general rule, works with a low estimate of less than JPY 270,000 may not be subject to a reserve price.
For works consigned without a reserve price, Tozai New Art’s starting price shall constitute the minimum sale price and shall be determined at the Tozai New Art’s sole discretion.
5. Publication of Consigned Works

(1) The Consignor grants the Tozai New Art a royalty-free, irrevocable license to photograph, reproduce, and publish images of the consigned works, including materials provided by the Consignor or produced by the Tozai New Art, for use in auction listings, promotional materials, and advertising. This license shall remain effective even after termination of the consignment agreement. The Tozai New Art may determine placement, size, and editing of such images at its sole discretion, and the Consignor shall raise no objection.

(2) Where copyright permissions are required pursuant to industry practice, the Consignor agrees to the Tozai New Art’s determination and shall bear all related copyright fees and associated expenses.
6. Payment of Sale Proceeds

If a consigned work is sold and payment is received from the buyer (payment deadline: within seven (7) days from the auction date), Tozai New Art shall pay the Consignor the hammer price less the consignment fee and any applicable expenses, provided that all payments have been duly completed and no issues arise. Payment shall be made within two (2) business days following the payment deadline.
In the event of buyer default, the Consignor may request the return of the work; however, Tozai New Art shall bear no liability for any loss incurred by the Consignor as a result.
7. Expenses (Appraisal, Copyright, Packaging, etc.)

(1) Where appraisal by an authorized institution is required, Tozai New Art may arrange such appraisal on behalf of the Consignor. The Consignor shall bear all appraisal fees, associated costs, and the following handling fees:
• Domestic institutions: Actual appraisal costs plus a handling fee of JPY 5,000 (plus consumption tax) per work
• Overseas institutions: Actual appraisal costs plus a handling fee of JPY 30,000 (plus consumption tax) per work
If appraisal results are unavailable by the auction date, the work may be deferred to a subsequent auction.

(2) For fragrant woods (including aloeswood and kyara), the Consignor shall bear a fee of JPY 5,000 (plus consumption tax) per item for appraisal, research, or quality inspection.

(3) Where copyright permissions are required, Tozai New Art may obtain such permissions on behalf of the Consignor, and all related fees and expenses shall be borne by the Consignor.

(4) Tozai New Art may commission restoration, cleaning, or overhaul services on behalf of the Consignor, with all costs borne by the Consignor.

(5) If a consigned work lacks packaging suitable for transport and storage, Tozai New Art may arrange for appropriate packaging at the Consignor’s expense.
8. Unsold Works

(1) In the event a work remains unsold, the Tozai New Art shall retain the right to sell the work during an after-sale period of three (3) days following the auction.

(2) The Consignor shall collect withdrawn works within one (1) month of withdrawal and unsold works within one (1) month after the auction. Thereafter, storage fees shall apply as follows: JPY 5,000 (plus consumption tax) per work per month. For works exceeding a total dimension of 2.5 meters, storage fees shall be JPY 40,000 (plus tax) per 3.3 square meters per month.
If works are not collected within 300 days, the Tozai New Art may sell or dispose of them at its discretion without the Consignor’s consent. Sale proceeds shall be settled after deduction of applicable fees and expenses. The Consignor shall raise no objection.
9. Exclusion of Anti-Social Forces

(1) The Consignor represents and warrants to Tozai New Art that the following statements are true and agrees that they shall remain true in the future:

(i) That the Consignor is not, and has not been within the past five (5) years, a member of an organized crime group, a member of such a group, a former member who has not elapsed five (5) years since leaving, an associate member, a related company, a corporate racketeer (Sokaiya), a group claiming to act for social or political causes, a special intelligence violent group, or any other person or entity equivalent thereto, nor any member thereof (collectively, “Anti-Social Forces”).

(ii) That none of the Consignor’s officers (including executive officers, directors, executive directors, or persons equivalent thereto; hereinafter referred to as “Officers”), persons who are substantially involved in management, shareholders, or any agents, intermediaries, or other related parties involved in this contract are Anti-Social Forces.

(iii) That the Consignor has not allowed Anti-Social Forces to use its name or status to enter into this contract.

(iv) That the Consignor will not use or involve Anti-Social Forces for the purpose of performing this contract or achieving any other objectives.

(v) That neither the Consignor nor its Officers, persons substantially involved in management, or shareholders have provided funds, benefits, or any other assistance to Anti-Social Forces, nor maintain any relationship with Anti-Social Forces that would be socially reprehensible.
10. Miscellaneous

(1) Consignment confirmation shall, in principle, be determined by execution of the consignment application agreement. Even if reserve prices and consignment conditions are approved orally or by e-mail, the Consignor may not modify or cancel the consignment for reasons attributable to the Consignor.
If the Consignor does not return the consignment application within ten (10) days from issuance, the Consignor shall be deemed to have accepted the consignment and may not cancel thereafter.

(2) Information stated on the receipt issued upon acceptance of the work is based solely on the Consignor’s declaration and does not constitute confirmed information of the work, including condition and artist attribution.

(3) If a consigned work is later found to be a forgery, stolen property, or lost property—even after sale or settlement—and Tozai New Art incurs losses as a result, the Consignor shall bear full responsibility for compensation.

(4) Tozai New Art shall maintain confidentiality regarding the Consignor’s personal information and post-sale payment matters, and the Consignor shall maintain confidentiality regarding consignment terms such as commission rates and reserve prices, unless otherwise agreed by both parties.

(5) The Consignor consigns works with full understanding of terms such as reserve price, consignment fee, and “no reserve” lots.

(6) This agreement shall be governed by and construed in accordance with the laws of Japan. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(7) The Tokyo District Court or Tokyo Summary Court shall have exclusive jurisdiction as the court of first instance.
11. Outline of the Private Auction

The outline of the private auction shall be as set forth below. The Consignor confirms that they have fully understood the contents thereof and agrees to consign works to the private auction on this basis.

(1) Auction Date

In principle, the auction shall be held on the 27th of odd-numbered months, subject to change.

(2) Venue

The venue shall be designated by Tozai New Art and notified to members.

(3) List of Consigned Works

No detailed catalog will be issued. A simplified list containing basic information on confirmed lots will be provided in advance. Lots confirmed during the preview or on the auction day will not appear on the list.
The lot list will be published on Tozai New Art’s official website and distributed to members by email. Listing order does not necessarily reflect auction order.

(4) Online catalog

There will be no printed catalog; the catalog will be published online only.
The online catalog will be posted on the official website of Tozai New Art and will also be announced to Tozai New Art members via email newsletters and other communications.

(5) Preview

Consigned works shall, in principle, be exhibited during a preview held two to three days prior to the auction. Upon request, works may be excluded from the preview and listing.

(6) Condition of Works

The Consignor must accurately declare the condition of the work and any framing or mounting, including stains, damage, restorations, accessories, and certificates. No condition reports shall be published, either before or after the auction.

(7) Bidding Methods and Important Notes Regarding Live Bid

In principle, consigned works shall be offered for bidding by on-site participants, participants submitting advance written bids, and participants participating via the Tozai New Art Live Bid system.
However, due to system limitations, Live Bid bidding shall not be available for works whose consignment is confirmed on the day of the auction.

(8) Auction Results

Auction results shall not be disclosed.

(The English version of these Conditions is for reference only. In the event of any discrepancy, the Japanese version shall prevail.)
- March 2026
Tozai New Art Co., Ltd.