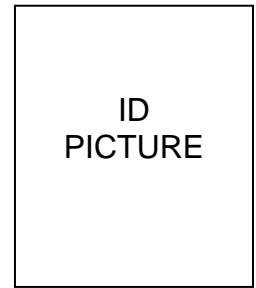




4 AVENUE DE MESSINE
75008 PARIS
TEL : 01 44 51 74 74



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

SYNDICAT NATIONAL DES ANTIQUAIRES

NEGOCIANTS EN OBJETS D'ART

TABLEAUX ANCIENS ET MODERNES

Founded on October 17, 1901 - N° 1.583
4 AVENUE DE MESSINE - 75008 PARIS
TEL: 33 (1) 44 51 74 74
E-mail: syndicat@sna-france.com

ARTICLE 1: Name - Duration - Seat

The Professional Union called "Syndicat National des Antiquaires, Négociants en Objets d'Art, Tableaux anciens et modernes", resulting from the merger of the "Chambre Syndicale de la Curiosité et des Beaux-Arts" and the "Syndicat des Marchands de Tableaux, Objets d'Art et de Curiosités" group, in accordance with the provisions of Title 1 of Book IV of the Labour Code, all members of these professions and related professions who adhere to the present statutes.

The duration of the Union is unlimited as well as the number of its members.

The Union's headquarters are located at 17, bld Malesherbes, in Paris (VIIIe). It may be transferred elsewhere by decision of the Board of Directors.

ARTICLE 2: Purpose :

The aims of the Union are, in particular:

- to create and maintain, through relations of good fellowship, an understanding and professional cohesion between all the members;
- to represent or defend the economic and commercial interests of its members, both before the Courts and before all Administrations or representative groupings, and, if necessary, to arbitrate any disputes that may be submitted to it;
- to centralize and provide all the information collected, both in France and abroad, that is likely to be of interest to its members;
- to work for the development of the profession and to ensure its defense both before the Public Authorities and the competent Administrations:
 - by creating or joining all the organizations useful for the extension of the profession;
 - by organizing or participating in any artistic or commercial exhibitions likely to serve the interests of its members;
 - by encouraging training or research aimed at the development of their professional activities and by founding or supporting welfare and social relief institutions;
 - by participating or being represented in the various employer and trade union associations of interest to the profession;
 - by intervening directly or indirectly with the Public Authorities and Administrative Services, whenever the interest of the Profession is at stake.

This list is indicative and not exhaustive.

ARTICLE 3: Conditions for admission of members :

Adherent membership of the Union is open to any natural person, dealing in works of art or collectors' items, furniture, antique or modern paintings, curiosities or related branches, with the exception of dealers whose main activity is carried out in the field of contemporary art, public auction houses and their employees.

Membership is open to natural persons who, both for themselves and as representatives of a legal person, apply for it, provided that:

- the person has had professional responsibilities as a principal occupation in the profession for at least five (5) years and has exercised them honorably;
- that she has not been deprived of her civil rights;
- that it is sponsored by two members of the Union, members for more than five years, not sitting on the Board of Directors and having no family ties with the applicant, at least one of whom is a specialist in his or her field, who must sign the application form and vouch for the applicant's good repute and professional knowledge and skills;
- that she commits herself:
 - to respect the statutes and the rules of procedure;
 - to sign the text of the customs and habits of the profession established by the National Union of Antique Dealers;
 - to pay the annual subscription.

The Board of Directors shall decide on the admission of the new member. The Board's decision does not have to be motivated and is not subject to appeal.

ARTICLE 4: Category of Members

Members of the union are active traders who are up to date with their subscriptions.

Probationary membership, without the right to vote, may be granted to candidates who have not been in the profession for five years but who otherwise meet all the conditions and procedures for admission laid down in Article 3.

At the end of five years of practice as a principal member of the profession, members on a probationary basis shall be admitted by right as members of the Union provided, they still meet all the conditions.

Honorary members are former merchants who apply for honorary membership by decision of the board of directors, provided they have been union members for at least 10 years.

Honorary Members are, by decision of the Board of Directors, all members or all persons who have rendered eminent service to the Union or to the profession.

ARTICLE 5: Obligations and Rights of Members

Any person admitted as a member of the Union or as a probationary member must:

- comply with the Constitution and all decisions taken by the Union;
- respect the provisions of the rules of procedure;
- behave with loyalty to the Union and not perform any act that could be prejudicial to the Union directly or indirectly;
- pay the annual membership fee as set by the Board of Directors;
- inform the Union of any significant change in his or her professional status within one month of the change.

The Union :

- implements for the benefit of its members all the means necessary for the development of the profession it represents and the defense of its interests;
- sends its members a newsletter on all subjects concerning the profession;
- may assist members with any difficulties they encounter in the exercise of their professional activity.

Membership of the Union alone does not entitle its members to claim to participate, as of right, in the events organized by the Union.

ARTICLE 6: Resignation - striking off or withdrawal of a member

Any member is free to resign at any time. Any resignation must be addressed in writing to the President. It shall be noted by the Board of Directors.

Nevertheless, the resigning member shall fulfil all his or her obligations of whatever nature to the Union.

Failure by a member to pay dues when due and one month after sending a notice of default that has remained unpaid shall result in automatic resignation from the Union. The Board of Directors shall declare the automatic resignation.

The striking off of a member of the Union may be pronounced by the Board of Directors in accordance with the procedure referred to in Article 7 in the event of serious misconduct and in particular:

- for non-compliance with the Statutes;
- for non-compliance with customs and practices;
- in the event of a final criminal or civil conviction incompatible with the honorable practice of the profession;
- in the event of receivership or judicial liquidation.

All members :

- who would take legal action for any reason against the Union;
- who is allegedly involved in a judicial investigation that led to his indictment, for facts inherent to his activity; undertakes to withdraw, by ceasing to present itself as a member of the Union and acting as if it were no longer a member, for the duration of the proceedings and until a final court decision is issued or until the end of the proceedings.

In this capacity and throughout this period, the member concerned shall no longer have the right to vote and shall be suspended from all functions that he or she may have previously held within the Union.

The Union takes note of its withdrawal by sending a registered letter and cannot claim payment of any membership fees for the entire duration of the withdrawal.

ARTICLE 7: Disciplinary sanctions

The Council is empowered to impose a disciplinary sanction on any member:

- no longer meeting the admission requirements;

- having committed an act prejudicial to the interests of the Union;
- who has contravened the provisions of the Statutes, the Internal Regulations or the "Us et Coutumes".

The disciplinary sanction pronounced could be:

- a warning ;
- a temporary exclusion with or without a reprieve;
- a definitive exclusion.

Procedure :

- The interested party must be summoned in advance by the Chairman and/or one or more members of the Board of Directors whom he will have delegated for this purpose.
- The interested party will be able to read the written documents that will be included in his or her file.
- The Chairman and/or his delegate(s) will provide the Board of Directors with the details necessary to examine his case.
- If, in the light of the explanations received, the Chairman decides to continue the disciplinary procedure, he shall summon the person concerned before the Board of Directors, giving him a period of at least one month to prepare his defense.
- The interested party, both during the preliminary procedure before the Chairman and/or his delegates and, where applicable, before the Board of Directors, may be assisted by the Board of his choice.
- The Union, for its part, may be assisted by a Council which shall have no voting rights.
- The decision of the Board of Directors, taken by secret ballot by a two-thirds majority of the votes cast, shall state the reasons for the decision.

ARTICLE 8: Functioning of the Union

The organs of the Union are:

- The General Assembly;
- The Board of Directors;
- The Office.

ARTICLE 9: General Meetings

The General Assembly is composed of all active members of the Union who have paid their membership fees.

It must meet at least once a year.

It is chaired by the President of the Union or, in his absence, by one of the Vice-Presidents or by the General Secretary.

Invitations must be sent at least 15 days before the meeting.

Letters of convocation must mention the agenda set by the author of the convocation.

It deliberates on the issues on the agenda.

Items not on the agenda may not be voted on.

ARTICLE 10: Ordinary General Meetings

The Ordinary General Meeting hears the report on the work and decisions of the Board, the presentation of the financial situation of the Association to approve the accounts for the past financial year, appoints an Auditor and a substitute Auditor from among the professionals on the list drawn up pursuant to Decree no. 69-810 of 12 August 1969) and appoints the Directors.

The Ordinary General Meeting decides on all matters that do not fall within the competence of the Extraordinary General Meeting. The Ordinary General Meeting decides by a majority of the votes of the members present or represented and of members voting by mail or electronic means.

1 - Approval of the accounts and election of the Statutory Auditors.

The ordinary general meeting must be held at least once a year, within six months of the end of each financial year, to approve the accounts for that financial year. The agenda is set by the Board of Directors.

At the end of the terms of office of the Statutory Auditors, the Ordinary General Meeting shall decide on their renewal or replacement.

Any proposal sent to the union by 31 March at the latest and signed by one quarter of the members shall be placed on the agenda as of right.

2 - Election of Directors.

During the last quarter of the year in which the Board of Directors is renewed, the General Meeting meets to elect directors.

The candidates with the highest number of votes are elected. In the event of a tie for the last position to be filled, the candidate with the most seniority in the Union shall be declared elected.

ARTICLE 11: Extraordinary General Assembly

The Extraordinary General Meeting is competent to do so:

- any decision with significant consequences for the future of the Union
- any decision to amend the Articles of Association.

Extraordinary General Meetings may be convened at the request of at least one third of the Members or of the Chairman and four members of the Board. The agenda of Extraordinary General Meetings is limited to the precise purpose of the meeting.

The Extraordinary General Meeting may only validly deliberate if a quorum of half of the members of the Union is reached.

If the quorum is not reached, a new Assembly must be convened within two months and may deliberate without a quorum requirement.

Decisions of the Extraordinary General Assembly shall be taken by a two-thirds majority of the votes cast.

ARTICLE 12: Voting procedures

Postal voting or electronic voting is allowed.

Proxy voting remains permitted until electronic voting is implemented and will be discontinued from that date. Each member will not be allowed to hold more than two proxies.

Voting by secret ballot will be carried out in the presence of a bailiff, who is the only person authorized to receive postal or electronic votes and proxies.

ARTICLE 13: Board of Directors - appointment - term of office

The Union shall be administered by a Council consisting of a maximum of seventeen (17) members and a minimum of nine (9) members.

Members of the Union are eligible to stand for election to the Board of Directors if they meet the following conditions:

- have been a member of the Union for at least five (5) years,
- meet the requirements of Article L-411-4, Chapter I, Book IV of the Labour Code.

Nominations must be received and acknowledged by the Union no later than one month before the date of the vote. Retiring members shall be eligible for re-election.

The members of the Board of Directors are elected for three years.

In the event of a vacancy during a term of office, the Board of Directors may fill the vacancy by co-opting any member, except for a member on probationary basis, a member who has been withdrawn or a member who is the subject of a disciplinary sanction. Five unjustified absences from the Board of Directors in the last twelve months will be sanctioned by the loss of the status of Director.

Retiring members are eligible for re-election without any time limit.

Only one natural person belonging to the same legal entity may sit on the Board.

ARTICLE 14: Mission of the Board of Directors

The Board of Directors

- administers the union ;
- defines the general policy of the Union;
- decides on the admission of new members, initiates exclusion procedures, presents the candidates who appear to be the most suitable to fulfil the representative functions of the profession in the various bodies;
- determines the amount of the financial obligations of members and members on a probationary basis;
- prepares the resolutions to be submitted to the General Meeting.

On the proposal of the Bureau, the Management Board:

- takes all necessary decisions or measures as long as they remain within the limits of the Statutes and the aims it has set itself.
- It shall decide on the expenditure necessary for the implementation of its action, and for this purpose shall define the delegations of power and signature granted to the President, the Treasurer or his deputy and to the Managing Director;
- votes the budgets relating to the functioning of the Union;
- votes the budgets for all the trade fairs and events it organizes as part of its activities;
- approves the budgets of the exhibitions or events for which it has delegated management;
- appoints the chairpersons of the committees provided for in the rules of procedure;

- appoints the President of the Biennial Commission who cannot be a member of the Board of Directors;
- validates the list of exhibitors at all fairs and events it organizes as part of its activity or validates the list of exhibitors at fairs or events for which it has delegated management.
- decides on the signature of any contract committing the Union for a period exceeding one year.

Minutes of each session are drawn up and signed by the Chairman of the session.

ARTICLE 15: Functioning of the Board of Directors

The President may convene the Council whenever he or she deems it necessary, or whenever at least seven of its members so request. The number of meetings of the Board is not limited. There shall be at least six per year.

The President (or, in case of impediment, one of the Vice-Presidents) chairs the meetings.

A notice containing the agenda must be sent to all members of the Council, except in urgent cases, no later than ten days before the meeting. Likewise, a supplementary agenda including a new question may be sent by any means to the members of the Board, no later than 48 hours before the date of the meeting, if circumstances of urgency or gravity justify it.

The decisions of the Council are valid when at least half of the members are present. They shall be taken by simple majority. In the event of a tie, the President shall have the casting vote.

Proxy voting is permitted. Each member of the Board may not grant more than three proxies per 12-month period. Each Director may not hold more than one proxy.

ARTICLE 16: Procedures for Appointment of the Bureau

The Board of Directors shall meet within three days of its appointment to elect the Bureau.

The members of the Bureau are elected for a period of three years by secret ballot by the Board of Directors, which must be composed of at least two-thirds of its members. The candidate who obtains the most votes shall be elected to office.

The President may not hold office for more than two successive terms.

ARTICLE 17: Composition of the Bureau

The Bureau, elected by the Board of Directors, is composed of:

- a President,
- two Vice-Presidents,
- a Secretary General,
- a Treasurer.

The following are also elected

- a Deputy Secretary General,
- an Alternate Treasurer,

who participate in the Bureau only in the event of the absence of the incumbent, unless invited by the President.

The members of the Executive Committee may be dismissed from office by the Board of Directors acting by an absolute majority of the votes cast in the event of serious breach of the Articles of Association or an act prejudicial to the Union.

ARTICLE 18 - Mission of the Bureau

The Bureau ensures the management of the Union in accordance with the statutes and the decisions of the Board of Directors. It prepares the budgets relating to the operation of the Association, and any events and exhibitions organized directly by the Association in the context of its activities.

It participates in the preparation of the list of participants in the exhibitions directly organized by the Union within the Commission in charge of the organization of the Exhibition.

The Bureau validates calls for tenders and informs the Board of Directors.

The budgets and the list of participants are submitted to the Board of Directors for approval.

ARTICLE 19 : Role of the Members of the Bureau and the Director General

The President directs the Union in accordance with the Constitution and ensures that the Rules are observed. He represents the Union in all acts with regard to third parties, the Administrations and in Justice. It implements the decisions of the Council.

It shall order expenditure in accordance with the provisions of Article 5 of the Rules of Procedure.
It convenes and directs the meetings of the General Assemblies as well as those of the Council and the Bureau.
He shall be a member, by right, of all Commissions. He is assisted in his various functions by the Secretary General and the Treasurer.
The Vice-Presidents assist the President and replace him/her in case of impediment, in turn and by seniority.

The Secretary General is the deputy to the President.

He is responsible for drafting the minutes of the Executive Committee and the Board of Directors.

Each year, it presents a report on all the work carried out to the General Meeting. This report must first be approved by the Board.

The Treasurer shall be responsible for the collection of subscriptions and the settlement of expenses, under the conditions referred to in Article 5 of the Rules of Procedure. He shall provide for the recovery of debts.

It opens and operates all accounts and deposits in securities or cash-

Each year, it draws up the report to be submitted to the Assembly on the financial situation. This report must first be approved by the Board.

The Chief Executive Officer, chosen by the Board of Directors on the proposal of the Chairman and placed under his direct authority, is an employee of the Union.

It is responsible for the management of the Union, proposing strategic and organizational elements and implementing them, under the aegis of the President and the control of the Board of Directors.

Its mission is to manage and optimize the Union's human and technical resources, to ensure its daily financial management, and to supervise the Union's staff in order to achieve the objectives set by the Board of Directors.

He represents the Union in all administrative acts, through a delegation of signature and power granted to him by the Board of Directors, in accordance with Article 14 of the Constitution.

He reports to the President and the Treasurer. He/she participates in the statutory bodies, General Meetings, Boards of Directors, Officers, Commissions, without having voting rights.

The Treasurer and General Secretary may, at their request, be members of the committees.

ARTICLE 20: Commissions

On the advice of the Board, working committees may be appointed for specific studies.

The terms of their appointment and their mission are defined by the Internal Regulations.

ARTICLE 21: Dissolution

The Union may be dissolved on the proposal of the Board of Directors, by an Extraordinary General Meeting convened for this purpose and if two-thirds of the members represented so decide.

This Extraordinary Meeting will decide on the distribution of the Union's assets and will appoint the Committee in charge of the liquidation. Under no circumstances may the assets be distributed among the members of the Union.

These Articles of Association were approved by the Extraordinary General Meeting of 9 July 2019.

They were filed on 02 October 2019.

Internal Regulations

Article 1 - Admission of Members

All candidates for membership in the SNA must complete a membership file consisting of:

- The membership form,
- A curriculum vitae mentioning the studies, the professional experience, specifying the professional organized exhibitions, publications and all evidence of importance and competence of the work carried out.
- Possibly a complementary file containing photos and descriptions of objects sold and well known, as well as references from collectors or museums in respect of the professional and business secrecy, copies of exhibition catalogues or publications produced by the applicant, as well as any other document of any kind justifying knowledge and experience professional of it.
- An extract of registration in the Register of the Trade and companies less than 3 months to his or her name if he or she practices in an individual capacity or on behalf of the company in which it exercises its functions.
- The commitment to respect the statutes and the rules of procedure and to sign the text of the Us and the Coutumes of the profession established by the Syndicat National des Antiquaires.

Terms and conditions:

- The duly completed file is, if necessary, presented to the commission for the admission of works in the specialty of the applicant, who issues an opinion.
- Without being bound by this opinion, the board decides on the application admission procedure or returns the file for further information.
- The decision of the Board of Directors is not required to be motivated and she is not likely to be recourse.
- In the event of refusal of admission, a new application will only be possible after a deadline for submission 24 months from the Council's decision.

Article 2 - Board of Directors

The Board administers the SNA and union affairs in accordance with Articles 14 and 15 of the Articles of Association.

Meetings are held at the registered office. A sheet of attendance is established for each session.

At the beginning of each session, the minutes of the previous meeting shall be adopted

Except in exceptional cases, questions shall be discussed in the order indicated in the notice of meeting.

Each item shall be the subject of a report drawn up by the Secretary General or one of the members specially appointed for this purpose to enable the members of the Board to deliberate in full knowledge of the facts.

Any question not included in the agenda may be placed on the agenda at the request of at least four

members, provided that the President has been notified at least three clear days before the meeting. Once a quarter, the Treasurer provides the Board with a financial report on the cash position and future prospects.

A provisional budget for the financial year is submitted to the Board of Directors at the first meeting of the year.

The members of the Board are bound by the confidentiality of the information communicated to them at meetings and of the deliberations of the Board.

Deliberations may be adopted by secret ballot:

- at the request of one third of the members present in the case of decisions of an ordinary nature;
- at the request of only one of the members present in the case of decisions involving one person.

Article 3 - Commitment of the members of the Board

The members of the Board undertake, as part of their term of office, to attend at least half of the Board meetings held during each year of office.

The members of the Board of Directors also undertake to:

- not to make any representations on behalf of the union to the official authorities, nor to make any statements to or through the press, without special authorisation from the Board:
- if a member of the board is concerned by these provisions, he or she shall not take part in the decision;
- not to have any discussion of a personal nature aimed at a member of the union, whether present or not, nor any discussion of a political or religious nature.

Article 4 - The Bureau

The President shall convene the Bureau as necessary. A convocation, except in emergencies, must be sent four times a year. clear days before the meeting. The Bureau may validly deliberate when two thirds of its members are present.

The combination of several functions within the Bureau shall not be allowed. gives the right to only one vote.

Committee Chairs may be invited to at the initiative of the Bureau. Similarly, the Bureau may request to any outside person to attend a meeting on a specific subject.

Guests have only an advisory opinion.

The deliberations of the Bureau shall be recorded in minutes approved at the next meeting.

The minutes of the Bureau shall be communicated to the members of the Board of Directors at the meeting following their adoption by the Bureau.

Internal Regulations

Article 5 - Legal and financial commitments

The Board of Directors votes on the provisional budgets, whether it is the operating budget of the Union or the budgets necessary for the organisation of the Biennale or any other event organised by the Union or in which it participates.

The Bureau may ask the Council, in the framework of the organisation of trade fairs, to vote a budget not allocated to up to €100,000 in order to deal with emergencies to certain expenses.

It will report to the Council on the use of this sum. administration.

For any expenditure in excess of €25,000, the office is obliged to request an estimate from at least two different service providers.

These quotes must be submitted to the Board of Directors, which alone is authorised to accept one of these quotes.

Estimates accepted by the Board of Directors and/or contracts binding the union must be signed by both the President and the Treasurer.

Any violation of this rule engages the responsibility of its author.

The President and the Treasurer may nevertheless together give an express mandate to any member of the Board of Directors or administrative staff they designate for this purpose.

The members of the Board may not, under any pretext whatsoever, order any expenditure to be charged to the Union.

Article 6 - Regional and Foreign Delegates

Regional and foreign delegates may be appointed by the Board of Directors for the duration of its term of office. mandate, i.e.:

- 1 delegate for the province including Monaco;
- 1 delegate for Europe outside France;
- 1 delegate for Asia;
- 1 delegate for the American continent.

The delegates are responsible for relaying the information between the union and the members.

They are the privileged interlocutors of the Council administration and may be invited to participate in the meetings of the Board without taking part in the deliberations.

Article 7 – Committees

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

A member of a working committee who has not attended more than three consecutive meetings, without a valid excuse, will be considered as no longer being a member of the committee.

In the event of failure of a permanent or exceptional committee to carry out the mission entrusted to it, the Board of Directors may pronounce its dissolution.

A - Standing Committees

- The Biennial Commission
- The Legal and Tax Commission
- The Commission for the Admission of Works
- The Cultural Commission.

The Chairpersons are appointed by the Council. administration. They propose the composition of their commission which must be endorsed by the Council. Administration.

Standing committees are appointed for the term of office of the Board of Directors.

The Board of Directors sets the aims and lines directors of these commissions.

They shall be accountable to the Bureau and shall to the Council.

The procedures for appointing and operating the commissions for the selection and admission of works of the exhibitions are proposed by the organising committees and ratified by the Board of Directors.

B - Exceptional commissions

They shall be appointed by the Board, where appropriate on a proposal from the Bureau, for the purpose of examining a specific question of any kind. They shall report to the Board on their mission as it is carried out.

The Board shall act in the light of the work of the Commission.

The Commission's task shall end with the Board's decision.

These exceptional or temporary committees may not intervene in the permanent work of the Association.

Article 8 - Trade union representation in official agencies

The Union's representatives in official agencies are appointed by the Board of Directors for a renewable period of one year.

They must keep the Board informed of the content of the meetings in which they participate.

If they are unable to attend a meeting, they must keep the President informed, who will provide a replacement if he deems it necessary.

Internal Regulations

Article 9 - The administrative staff of the Union

The administrative staff, under the direct authority of the President and the Managing Director, is in charge of administrative work at the head office and in particular:

- mail and correspondence;
- information;
- the editorial staff of the Bulletin;
- and all administrative matters.

Members of the administrative staff appointed by the President attend all meetings and may be mandated to represent the Association at external trade union meetings.

Article 10 - Arbitration

A member of the Association may appeal to the Association's arbitration in the event of a dispute with another member.

Arbitration may only be carried out after a signed undertaking by both parties to submit in advance to the decision of the members called upon to arbitrate the dispute.

The Board of Directors shall appoint a Committee of three members, if this proves necessary, to proceed with the arbitration.

Article 11 - Participation in fairs, sponsorship and Exhibition Pattern

The Syndicat National des Antiquaires can be associated with certain fairs without being the organiser.

The principle of the Syndicat's association with a fair falls within the competence of the Board of Directors, which sets the terms and conditions by a decision taken by a two-thirds majority.

It may, under the same conditions, grant its sponsorship or patronage to an edition or an French or foreign exhibition that presents real guarantees of seriousness and quality, and in relation to the field of Art.

The sponsorship granted may be the subject of the widest possible advertising

Patronage is limited to a moral guarantee which can be withdrawn at any time by the Syndicat National des Antique dealers if he deems it necessary.

Article 12 - Organisation of the Elections

No later than three months before the closing date for the submission of candidatures for the elections, the Union shall recall the conduct of the elections and the conditions of eligibility.

Candidates shall send to the Union a curriculum vitae and a letter of motivation, not exceeding one double-sided page, no later than one month before the meeting.

The Association shall make available in the members' area of the website the application documents provided by each candidate.

Before the elections are held, the Board of Directors shall send members a report on its work as well as the participation of each outgoing elected representative in the meetings of the Board of Directors.

Article 14 - Amendment of the Internal Regulations

Any amendment may be made to this Regulation by simple decision of the Board of Directors in a two-thirds majority.

Adopted by the Board of Directors on 12 July 2018.



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

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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 “Boulle” 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.