

CONDITIONS OF SALE

Please read carefully before bidding. By registering for this auction, you are agreeing to the following conditions and terms. Our catalogue, as may be amended by posted or oral salesroom announcements, represents the entire agreement with any and all Purchasers of the property listed herein. The following procedures, terms and conditions on which all such property listed is offered for sale by the auction as agent for various owners and other Consignors:

- The Auction House reserves the right to withdraw any property before or at the sale.
- The Auction House reserves the right to postpone the auction sale or any session thereof for a reasonable period of time for any reason whatsoever.
- All property will be sold as is where is and neither the Auction House nor Consignor make any express or implied warranties or representations with respect to the properties or the correctness of the advertisement, catalogue, or any other medium used to announce this sale or any other description of the physical condition, quality, importance, size or authenticity of the property offered. Nothing in the advertisements, catalogues, or the other publications or presentations concerning this sale or the property offered is to be taken as an affirmation of fact. All descriptions of the property are for purposes of identifications only.
- GUARANTEE:** The Auction House makes a consistent effort to correctly describe property to be sold. Catalog descriptions carry a limited guarantee to protect you against major discrepancies that would have a considerable effect upon value of the item. This limited guarantee covers authenticity against fakes, undisclosed reproductions and any *major* restoration or repair not described. The only thing we guarantee is what is in print in the catalog and what is announced from the block at the time of the sale. Absolutely nothing discussed over the telephone or in person prior to the auction shall be construed as part of the guarantee. Since opinions can differ, particularly in the matter of condition, the Auction House will be the sole judge in the matter of refunds.

Although the Auction House makes every effort to be as fair as possible in catalog descriptions, it is virtually impossible to adequately describe an antique or collectible item that has been used and shows signs of wear. Imperfections & slight damage are commonplace with antiques and with most buyers it is understood and accepted. If, however, you are a very discerning, highly particular customer and imperfections or small alterations are something that are of great concern to you, then it is advisable that you not ever submit absentee or telephone bids without seeing the item in person, because your definition of condition might be far more particular than what any cataloger would have time or space to specify. The entire purpose of our catalog is to give our customers a general description and idea of what the lot is and we will stand behind that description. If the discrepancy is less than major, under no circumstances would any adjustment or refund be made. The very best thing a client can do is to attend the auction and view the goods in person or have an agent examine the things on their behalf. In lieu of that, should you elect to leave absentee or telephone bids, under no circumstances will we cancel the sale for less than a major problem. This is not an approval sale.

This guarantee is limited to the following **TIME LIMIT:**

For live bidders it is expected that you have examined the items before you purchased them and that, as you pick them up, you will re-examine them one last time. If there is a problem regarding condition, it is expected that you would notify us immediately before leaving the auction facility. If you are an *absentee, telephone or internet bidder* then it is your responsibility to examine the lot immediately upon receipt. If a major discrepancy should be discovered, it is your responsibility to contact us immediately. All guarantees and options for refunds or adjustment become null and void 29 days after the auction. We endeavor to pay consignors on the 30th day. Once we have paid our consignors we no longer have control for the payment and under no circumstances can we consider any refunds. If you suspect that there is a major discrepancy or problem with authenticity of your lot, it is your responsibility to contact our office before the 29 days are up and let us know that you need some extra time. We can usually make arrangements to extend the guarantee for a few days if requested.
- LIMIT OF RESTITUTION:** Under no circumstances will the Auction House be responsible for lost profits or other financial damages. Refunds requested on the grounds of authenticity must be accompanied by at least a supporting written statement from an authority recognized by the Auction House. Auction House will not be responsible for shipping costs, post-auction appraisal fees, testing or any other post-auction costs. If it is agreed that an item may be returned, it is the Purchaser's responsibility to return it in same condition as received.
- The Auction House and auctioneer reserve the right to reject any bids. The highest bidder acknowledged by the auctioneer shall be the Purchaser. In the event of any dispute between bidders, the Auction House or auctioneer will have the absolute and final discretion to either determine the successful bidder or to re-offer and resell the property item in dispute. The auctioneer reserves the right to reject small opening bids or nominal bidding increments. Bidding increments are at the sole discretion of the auctioneer.
- It is unlawful and illegal for bidders to collude, or pool with other bidders to pay less than the fair value for a lot. Bidders in the sale acknowledge that the law provides for substantial penalties for those who violate these provisions.
- At the fall of the auctioneer's hammer, title to the offered property item shall pass to the Purchaser acknowledged by the auctioneer and the Purchaser shall, (a) assume full risk and responsibility for the property item and (b) pay the full purchase price.
- Unless exempted by law, the Purchaser will be required to pay any and all state and local sales taxes or, in the event of deliveries outside the state, any applicable compensating use tax on the total purchase price.
- BUYER'S PREMIUM:** Reduced rate of 15% for checks, cash or cash equivalent. Standard rate of 18% applies if payment is by credit card or Pal Pal (*Foreign Pay Pal* fee to be determined based on prevailing exchange rates).

Checks will be accepted with proper identification and a bank guarantee card. On all checks over \$1,000.00, a letter of credit or letter of maximum check limit from your bank must be presented unless you are a regular customer known to us.
- ALL PURCHASERS** (Live, Internet, Absentee, Telephone) must present a valid Visa, Mastercard or American Express card as a back-up guarantee, whether or not they plan to pay with CREDIT CARD, CHECK, CASH or CASH EQUIVALENT unless arrangements are made in advance with the Auction House.
- After the purchase price has been paid in full and after the sale has been completed, property must be removed from the auction at the Purchaser's expense. The auction will, as a service to Purchasers, arrange to have the property packed, insured, and shipped, all charges collect, at the request, expense and entire risk of the Purchaser. Any claims will be between carrier and owner (Purchaser).
- On any accounts past due, The Auction House reserves the right to extend credit and impose periodic charges. If the Purchaser's invoice is not paid in full when due, the unpaid balance will earn interest at the rate of 1 1/2% per month until paid. In the event this interest rate exceeds the interest permitted by law, the same shall be adjusted to the maximum rate permitted by law. After 90 days the Auction House reserves the right to resell the merchandise or have an affiliated or related company do so. Purchaser agrees to pay all reasonable attorneys' fees, court costs, storage fees and collection costs incurred by the Auction House.
- Some items of property may be offered subject to a "reserve" or confidential minimum price below which the item will not be sold. In such instances the Auction House may implement the reserve by bidding on behalf of the consignor, house, owner or designated bidder. In most cases the reserve will not exceed 75% of low estimate.
- The Auction House does not make any representations whatsoever that the Purchaser of a work of art will acquire any reproductions rights thereto.
- These conditions of sale and any other applicable conditions, as well as the Purchaser's and Auction House's rights and obligations herein shall be governed by, construed and enforced in accordance with the laws of the State in which the auction is held. If these conditions are not complied with by Purchaser, the Auction House may, in addition to other remedies available by law, including without limitation the right to hold the property;
 - cancel the sale and retain as liquidated damages any and all payments made by the Purchaser or
 - resell the property privately or at public auction on three days notice to the Purchaser for payment of any deficiency in the purchase price and all costs including handling charges, warehousing, the expense of both sales, the commissions, reasonable attorney's fees, any and all other charges due and incidental damages.
- If the Auction House is prevented by fire, theft or any other reason whatsoever from delivering any property to the purchaser, its liability shall be limited to the sum actually paid therefore by the Purchaser.
- All sales of firearms will be in accordance with Federal and State guidelines. All post-1898 firearms are subject to applicable ordinances and laws and must be purchased in compliance with Federal and State law.
- The Auction House, owners, and or representatives of the Auction House are not responsible for typographical errors appearing in this catalog.
- ABSENTEE BIDS:** As a convenience to our clients who are unable to attend the sale, an absentee bid service will be offered. The Auction House shall not be responsible for any errors or omissions or failure to execute such bids. Contact us to make arrangements. Please refer to the Absentee Bid Form.

As a service to those wishing to place bids before sale in writing, confidential bid forms are available from us. "Buy" bids will not be accepted; all bids must state the highest bid price the bidder is willing to pay. In the event identical bids are submitted, the earliest will take precedence. Absentee bids shall be executed in competition with other absentee bids, any applicable reserve and bids from the audience. Unsuccessful absentee bids are not acknowledged, but sale results and selling prices for any lot may be obtained by telephone from us during normal business hours.
- PHONE BIDDING:** We will make arrangements with you in advance to contact you just prior to the sale of any lot you wish to bid on. If you wish to avail yourself of this service please contact us no later than 5 days before the auction date. Starting telephone bids will not be accepted for any amount less than 75% of the low estimate.
- INTERNET BIDDING:** Internet bidding may be offered for bidders not able to attend the auction. A 5% internet charge will be added to all successful bids, exclusive of the buyer's premium (See #10).
- ESTIMATED PRICES:** As a convenience to our clients, we furnish pre-sale estimates for all materials included in the auction. These estimates are only our approximate valuations and should be taken as educated guesses based upon comparable auction values and recent sales, not as "prices". Bidding normally begins at about one-third to one-half the estimate but the final bid price may well be less than or more than any estimate printed.
- SALES TAX AND USE TAX:** All sales are subject to State, County and all other Special District taxes. Anyone wishing to purchase using a bona fide and appropriate Resale License will be required to show proof upon purchase each auction, each year. **THERE WILL BE NO EXCEPTIONS.**

If you have any questions concerning these Terms & Conditions please contact Auction office for further information.