

PLACING A BID CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS, AND IS A BINDING CONTRACT TO PURCHASE. THE ACTION OF EXECUTING / PLACING A BID IMPLIES YOU UNDERSTAND THE TERMS OF SALE, AGREE TO THE TERMS OF SALE, AND HAVE AGREED TO PURCHASE THE LOT.

1. **SHIPPING & LOCAL PICKUP:** Items requiring shipment will be handled either by Manor Auctions in-house shipping department or their designated 3rd party professional shipping partner. A buyer may also organize their own 3rd party shipping. Manor Auctions reserves the right to designate your shipment in-house or 3rd party. The in-house department will generally pack & ship non-fragile items fitting safely in a flat-rate shipping box. Shipments outside these criteria will be handled by the local 3rd party partner. 3rd party shipment customers will make shipping payment directly to the 3rd party provider. Please allow up to 14 business days after receipt of payment for your purchases to ship. Buyers receive their shipment tracking information once their items ship. Depending on size and value, domestic shipments are sent via USPS, FedEx or UPS. International shipments are always shipped by 3rd Party Provider. All Domestic shipments will include mandatory insurance and tracking / signature confirmation. Manor Auctions must be notified of Shipping Claims, Damage or Loss within 10 days of receipt. Manor Auctions assumes no responsibility for lost or damaged items received through post. All shipping damage / loss claims must be processed and resolved through the organization by which they were shipped. Absolutely no refunds or claims may be submitted beyond 10 days of receiving a shipment. **LOCAL PICKUP:** Buyers are allowed to pick their items up in person at our gallery: 6200 20th St. (Manor Auctions, Inside Indian River Mall), Vero Beach FL 32966. All local pickups must take place within 30 days of the auction. All items not picked up or shipped (per non-payment of shipping charge) are subject to a \$10/day storage charge after 30 days. Vero Beach Gallery Phone: 772-217-2909 | Hours: Monday - Friday, 11am - 5pm.

2. **LOTS:** Accurate descriptions are provided for each individually described item in the auction on a best effort basis and are not intended to be definitive scholarly works or appraisals. Conditions provided are only the opinion of the auction house. The bidder is ultimately responsible for determining the condition of a lot. Unless otherwise described, single item lots are guaranteed authentic. If a guaranteed item is deemed "not" to be authentic by a panel of 3 competent authorities or by the Auctioneer, a full refund of the purchase price and buyer's premium shall be the limit of liability of the auction company and or its representatives. Returns must be pre-authorized and made within 10 days of receipt of purchase. Gems and Coins are tested and examined for authenticity, and are guaranteed authentic. All guarantees are void if an item has been tampered with, enhanced, altered in any way, damaged or removed from original mounting. Lots of MORE THAN A SINGLE ITEM of any product are intended as "dealer" lots. Lots of more than a single item are sold "as is, where is" absolutely no exceptions, no warranties or guarantees, and the ultimate determination as to authenticity and condition is the responsibility of the bidder. The placing of a bid will be taken as full agreement to all terms & conditions. The auction house has the right to withdraw any lot.

3. **ABSENTEE BIDDING:** Absentee Bidding is used by those who cannot attend the auction in person. Absentee bids may be submitted via email, our website, Internet bidding websites, mail or fax. Absentee bidders agree to all terms and conditions.

4. **TELEPHONE BIDDERS:** All telephone bids must be submitted no less than 24 hours prior to auction. Telephone bids may be submitted via email, our website, mail or fax.

5. **BIDDING:** The highest bidder acknowledged by the auctioneer shall be the purchaser. Once a bid is announced "sold", the high bidder has purchased the lot. In executing a bid, the bidder is agreeing to purchase the lot. All sales are binding and final.

6. **BUYER'S PREMIUM:** A buyer's premium of 20% applies to all Bids. Buyer's premium is added to the hammer price of each lot. According to Florida law, the Buyer's Premium is considered a component of the purchase price, and is therefore subject to state and local sales tax. A 3% credit card fee if paying by credit or debit card is automatically applied. Please inform us if you'll be paying by check or cash in person to receive a revised invoice.

7. **PAYMENT:** All bidders, regardless of venue by which they bid, are required to pay within 7 days of auction. Accepted forms of payment are cash, check, bank wire, MasterCard, Discover & Visa. Manor Auctions Reserves The Right To Require Payment By Bank Wire (\$15 fee) or Check. **GOLD/SILVER, JEWELRY, CURRENCY & COIN PURCHASES** must be paid by wire transfer, certified funds or money order. If payment is not received within 16 days, the auction house has the right to deem the sale "null & void" and a non-paying bidder claim / strike will be filed. We reserve the right to verify funds on personal checks. A \$35 fee will apply to all returned checks. The full purchase price on all lots sold to the same buyer must be paid before removal of any of the items.

8. **SALES TAX:** Florida Residents and Auction Floor Bidders are required to pay applicable Florida state and local sales tax on all taxable items purchased. Tax exempt bidders must have a current copy of a Sales Tax ID / Re-Sale Certificate on file AND must have collectibles listed as exemption.

9. **RESERVE:** Most lots are offered without reservation. In an instance of a reserve, the auctioneer will announce the lot being sold as "having a reserve". If a lot is offered with a reserve, the auctioneer may implement that reserve by bidding on behalf of the consignor to the amount necessary to achieve the reserve price. This bidding will not constitute opening bidding. If no opening bid is received, we will pass the item. However once bidding is open the auctioneer will bid on behalf of the consignor to reach the reserve price.

10. **IDENTIFICATION:** All purchasers are required to complete registration, including Full Name, Address, Phone, Email, Signature and Driver's License Number. Those not willing to disclose this information cannot take part in the auction. By providing us this information you agree to allow Manor Auctions and its affiliates to contact you via phone, text, email, and mail in regards to your purchase or an upcoming event. Not

responsible for any delays or losses due to false information provided at the time of registration. Entering the premises of Manor Auctions during an event, viewing, or any other point of access you agree to expressly release Manor Auctions, its employees and officers of any liability whatsoever related to injury, illness or damages related to food, beverages, alcohol, slips, falls, falling objects or any other peril be it foreseeable, unforeseeable, or remotely imaginable whether on premises – or having left the premises - without exception.

11. AUCTIONEER: The bidding advances shall be regulated by the auctioneer and shall be at his discretion. The auctioneer reserves the right to determine the opening bid / minimum bid on any lot. The auctioneer reserves the right to pass / no sale any lot. The auctioneer may reject nominal bids, small opening bids or very nominal advances made with the purpose of disparaging an item. Once a lot has been passed and not sold it will not be re-offered until a later sale. Items which are not reserved are sold at the auctioneer's discretion. The auctioneer has the right to refuse any bid. The Auctioneer reserves the right to execute absentee bids on behalf of clients and vendors, but shall not be liable for errors or omissions in executing instructions to bid. The auctioneer acts as agent only, and shall not be liable for any default of the purchaser or vendor. Auctioneer has the right to nullify / cancel the sale of any lot.

12. BID INCREMENTS: All bids, including absentee and Internet must be on increment. The auctioneer reserves the right to deviate from the established increment at their discretion. Bid Increments are as follows:

\$0 | \$10

\$200 | \$25

\$800 | \$50

\$1500 | \$100

\$5000 | \$200

\$10000 | \$500

\$20000 | \$1000

\$40000 | \$2000

\$60000 | \$2500

\$100000 + | \$5000

13. DISPUTE BETWEEN BIDDERS: In the event of any dispute between bidders or a tie bid between bidding mediums / platforms, the auctioneer shall have the sole and final discretion either to determine the successful bidder or to re-offer and resell the lot in dispute. The auctioneer's sole resolution of dispute applies to all bidding mediums.

14. CONSIGNORS: Consignors are NOT permitted to bid on their own items. This is called "shill bidding" and is illegal by Florida Auction Law standards. By placing your item up for auction, you have agreed to sell. We cannot discuss payment on the day of the auction. Consignors may only be paid proceeds on items for which payment has been received from a buyer.

15. GENERAL TERMS & INFORMATION: Employees and associates of the auction house are permitted to purchase lots at competitive bidding under the same terms, rules and regulations as the general public. By bidding at this auction whether in person or by agent, absentee bid, telephone bid or other means, the buyer or bidder agrees that the contract created by these conditions of sale is made and performed in the County of Indian River, State of Florida. This Agreement shall be governed for all purposes by the law of Florida (excluding choice of law rules). The courts of Indian River County, Florida shall have exclusive jurisdiction and venue of any dispute arising under or related to this Agreement, the parties waive any right to jury trial, and in any legal proceedings, the prevailing party shall be entitled to recover its attorney's fees and other expenses and costs.

16. INTERNET BIDDING: Bidders are able to bid via one of our Internet Auction Platforms. If bidding live via the Internet, please bid quickly. We auction approximately 70-90 lots per hour. If leaving absentee Internet bids, please consider leaving a reasonable bid. The Internet venue will incrementally (in accordance with standard bid increments) execute bids on bidder's behalf until your bid is either successful or exhausted. This means, if you leave an Internet absentee bid of \$500, and the winning bid increment is \$350, your winning bid is \$350. Internet bidders may be required to agree to additional terms established by the Internet bidding venue. Internet bidders may be subject to a different Buyer's Premium.

IN PARTICIPATING IN THE AUCTION - BIDDERS AGREE TO ALL TERMS & CONDITIONS OF SALE

AB3070, AU4181 BP20%

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_