

ABSENTEE AND TELEPHONE BID RESERVATIONS



Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Telephone #1: _____ Telephone #2: _____ Fax: _____

Taxable: Yes ___ No ___ Resale #: _____ Company: _____

LOT NUMBER	LOT DESCRIPTION	ABSENTEE BID AMOUNT (\$)	TELEPHONE BID
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ABSENTEE BIDS: Grogan & Company will execute absentee bids up to, but not exceeding, the amount(s) specified above.

TELEPHONE BIDS: If you register for a telephone bid, a Grogan & Company representative will call you on the phone number(s) provided above. Expect to be contacted a few minutes before your lot comes up during the auction. Please note that we sell approximately 50 lots per hour.

ALL ACCEPTED BIDS are subject to the terms and conditions of sale found on the second page of this document. Please note that a 28% buyer's premium will be added to the hammer price as part of the total purchase price.

I have read and agree to the attached terms and conditions of sale and I understand that Grogan & Company will do their best to execute these bids on my behalf, however, Grogan & Company will not be held responsible for any errors or failures to do so.

Signature: _____ Date: _____

TERMS AND CONDITIONS OF SALE



Please read the following terms and conditions carefully. Bidding at an auction sale constitutes acceptance by you (herein referred to as "you" or "Bidder") of all the Conditions of Sale. These Terms and Conditions of Sale contain all terms and conditions on which Grogan & Company, Inc. (herein referred to as "Grogan & Co.", "we", "us", or "our") and the consignor's contract with the purchaser relative to the property listed in our catalogue or otherwise offered for sale. These Terms and Conditions of Sale may be amended by Grogan & Co. at any time and from time to time through the time of sale by any notices posted or oral announcements made during the sale.

- 1. Agency.** We act as agent for the consignors of all property described in all catalogues. The contract for the sale of each item is a contract between the owner of the item and the successful bidder (the "Purchaser") for the item.
- 2. Inspections.** Our auctions are sight sales. Regardless of the presence of any condition report with respect to any item, each Bidder must rely on his or her own judgment of an item's description and condition and should inspect the property before bidding to determine its condition, size, and whether or not it has been repaired or restored. You accept all responsibility for such purchase; without limitation, you accept any defects, damages, past repairs, irregularities, and all other physical conditions that could have been determined by your inspection of the property.
- 3. Estimates and Descriptions.** Any estimate of the selling price of an item stated in our catalogue or internet listing is intended as a guide for prospective bidders. Stated estimates should not be relied upon as the value of the item, nor as a statement that this is the price at which the item will in fact sell. All images in catalogues are for identification purposes only and are not intended to represent the actual color or clarity of the item being auctioned. Written and oral descriptions, including, without limitation, catalogue and internet descriptions and condition reports, are our opinions only, and should not be construed or relied upon as statements of fact nor as guarantees of any kind. We and the consignor make no representation or warranty as to whether the Purchaser acquires any copyrights, including, but not limited to, any reproduction rights, in the property. No statement anywhere, whether written or oral, shall be deemed to be a guarantee, a representation, warranty, or assumption of liability of any kind by us. Grogan & Co. is not responsible or liable for the correctness of the catalogue, internet listing, condition reports, or other descriptions, except as expressly provided in Section 20 hereof. Any references to damage, repair or restoration are for guidance only and should be evaluated by personal inspection by the bidder; the absence of such references does not imply that an item is free from defects, repairs, or restoration, nor does a reference to particular defects, repairs or restorations imply the absence of others. Condition of frames on artwork is not generally described. All measurements are approximate. Jewelry descriptions are only estimates as to carat size, precious metal content, number of stones, quality, clarity, and the like.
- 4. Purchaser's Responsibility.** Except as expressly stated in Section 20, all property is sold "AS-IS" and neither we nor the consignor make any guarantees, warranties or representations, expressed or implied, with respect to the property, merchantability, or correctness of the catalogue, internet listings, condition reports or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature, or historical relevance of the property or otherwise. Bidders are responsible for satisfying themselves as to all aspects of property condition and descriptions.
- 5. Qualification.** We may from time to time establish standards of qualification for bidders. We reserve the right, at our sole and absolute discretion, to refuse admission to the premises and/or participation in any auction, and/or to reject any bid.
- 6. Registration.** Prospective bidders are required to register prior to the auction. Registration may be limited to a select number of days prior to the time of the auction. Internet bidders may register through Grogan & Co's online bidding software. **PRIOR TO BIDDING, ALL REGISTRANTS ARE REQUIRED TO CAREFULLY READ ALL TERMS AND CONDITIONS OF SALE, THE DESCRIPTIONS FOR THE LOTS ON WHICH THEY INTEND TO BID AND THEY AGREE TO BE BOUND BY THESE TERMS OF SALE.** Registrants are responsible for payment of purchases resulting from all successful bids.
- 7. Internet Bidding.** Internet bidding is offered as a service to our customers. Consignors and prospective bidders shall not hold us responsible for any errors or failures in executing bids, nor shall they hold us responsible for any failure or delay as a result of using our online bidding applications, platforms, software including, without limitation, those provided by third party providers.
- 8. Acceptance and Rejection of Bids.** The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of a dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to re-offer and re-sell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although at our discretion we will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.
- 9. Winning Bids.** On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to fulfillment by such Bidder of all of the conditions set forth herein, and such bidder thereupon assumes full risk of loss and responsibility therefore. Any person submitting bids on behalf of a corporation or other entity, by making such bid, agrees to be personally liable for the payment of the purchase price and any related charges and the performance of all Purchaser obligations under the Terms of Sale. **GROGAN & CO. IS NOT RESPONSIBLE FOR ANY ERRORS IN BIDDING.** All Bidders should make certain to bid on the correct lot and that the bid is in the amount intended. Once the hammer has fallen and the auctioneer has announced the winning bidder, the winning bidder is unconditionally bound to pay for the lot in the amount of the winning bid, even if the winning bidder made a mistake.
- 10. Reserves.** It is our policy to act as agent on behalf of the consignor; we do not permit a consignor to bid on his or her own lots unless expressly agreed between us and the consignor or except as herein set forth. Unless advertised otherwise, some lots may be offered subject to a reserve. A reserve is the minimum price that the consignor is willing to accept for the lot, which may or may not be disclosed, and which may be determined or modified at any time by written or verbal communication between us and the consignor. If the auctioneer decides that any bid is below the value of the lot offered, the auctioneer may reject the same and withdraw the lot from the sale, and if, having acknowledged an opening bid, the auctioneer decides that any advance thereafter is insufficient; the auctioneer may reject the advance and may thereafter withdraw the lot. Unless an auction is announced as "without reserve," each lot offered may be subject to a reserve and we may execute said reserves by bidding on behalf of the consignor; provided, however, that we will not place consecutive bids on behalf of the consignor above the reserve.
- 11. Withdrawal of Lots.** We reserve the right to withdraw any property at any time before the sale and for any reason or no reason. No participant in the auction shall have a right to claim any damages, including, without limitation, consequential damages, if a lot is withdrawn.
- 12. Buyer's Premium.** A buyer's premium of 28% will be added to the successful hammer price and is payable by the Purchaser as part of the total purchase price. Purchases made through Invaluable or LiveAuctioneers will be subject to an additional 5% charge and through Bidsquare an additional 3% charge.

TERMS AND CONDITIONS OF SALE



13. Payment. Acceptable forms of payment include cash, check, or wire transfer. Property will not be released until funds equal to the total purchase price clear, unless credit has been previously established, or if a bank letter has been received prior to the sale guaranteeing said personal check. All property must be paid for within five (5) business days following the sale and removed from the gallery within twenty (20) days. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or, in case of bank or cashier's checks, we have confirmed authenticity. GROGAN & CO. DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES OR DAMAGES THAT MAY OCCUR AS A RESULT OF TRANSPORTING OR STORING UNCOLLECTED PROPERTY.

14. Tax. Unless exempt by law, the Purchaser will be required to pay the Massachusetts sales tax or any applicable compensating use tax of another state on the total purchase price. The rate of sales tax in Massachusetts is 6.25%. For those eligible, a Massachusetts exemption number may be applied for prior to the auction by contacting the Massachusetts Department of Corporations and Taxation, 100 Cambridge Street, Boston, Massachusetts.

15. Shipping. No lots shall be delivered to or collected by the Purchaser until payment in full of the purchase price and all applicable taxes and charges. All lots must be picked up by the Purchaser or the Purchaser's shipper within twenty (20) business days following the close of the auction. Property not removed from the gallery within twenty (20) days will be sent to our warehouse where storage fees may be assessed at the then prevailing rate. We may provide names of packing and shipping agents and you may arrange for service by one of those agents or one of your own choosing to pack and ship the winning lots. Grogan & Co. will not pack or ship; providing names of packing and shipping agents is done as a convenience for our customers and Grogan & Co. shall have no responsibility or liability for loss or damage of property shipped to Purchasers. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the Purchaser. Without limiting the foregoing, in no event will we be liable for damage to glass or frames, regardless of the cause. If property remains in our warehouse on the third anniversary of the close of the auction, we retain the right to resell, as agent for the Purchaser, any such unshipped property, or send the property to another auctioneer for resale. We will send the proceeds of any resale, less any commissions and fees, by mail to the Purchaser's last known address.

16. Remedies for Breach. If any applicable conditions herein are not complied with by a winning bidder, in addition to other remedies available by law, including without limitation the right to hold the winning bidder liable for the total purchase price, we, at our option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the winning bidder or (b) resell the property at public auction without reserve or minimum selling price, and the winning bidder will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages. In the event of breach by internet bidders of these Terms and Conditions of Sale, Grogan & Co. may file a Non-Paying Bidder Alert to Bidsquare, Invaluable and/or LiveAuctioneers. Grogan & Co. reserves the right to impose a carrying charge of 1.5% per month on past due accounts. Purchasers agree to pay reasonable attorneys' fees and costs incurred to collect past due accounts.

17. Limitation of Liability. IN NO EVENT SHALL THE LIABILITY OF CONSIGNOR OR US, OUR OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, TO A PURCHASER FOR ANY BREACH, ACT, OMISSION, OR CLAIM OF ANY NATURE, WITH RESPECT TO AN ITEM PURCHASED, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE PURCHASER FOR THE ITEM. In no event shall the consignor or us, our officers, employees and agents, have any liability under any circumstances for special, indirect, incidental or consequential damages (including, without limitation, for loss of profits or revenue, costs of obtaining alternative property, claims of customers of Purchaser or otherwise), whether in contract, tort, negligence, strict liability, or otherwise, arising out of, resulting from or in any way relating to the property purchased, or its purchase, sale, delivery or non-delivery. In no event shall consignor or us, our officers, employees and agents, be liable for any claims related to the errors, acts, omissions, websites, or technology of the bidding software.

18. LIMITATION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 20, ALL LOTS ARE OFFERED, AND ALL PROPERTY IS SOLD, "AS IS" WITH NO GUARANTIES OR WARRANTIES OF ANY TYPE. NEITHER THE CONSIGNOR NOR US, OUR OFFICERS, EMPLOYEES OR AGENTS, MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, NOR DO ANY OF THE FOREGOING ASSUME ANY LIABILITY OF ANY KIND WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, SIZE, GRADING, QUALITY, ATTRIBUTION, GENUINENESS, AUTHENTICITY, PROVENANCE, AGE, CONDITION, MATERIALS, AUTHORSHIP, COMPLETENESS, DAMAGE, REPAIR, RESTORATION, ESTIMATE OF VALUE OR ANY OTHER FEATURE. NEITHER THE CONSIGNOR NOR US, OUR OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, ARE RESPONSIBLE FOR THE CORRECTNESS OF ANY STATEMENT OF WHATEVER KIND CONCERNING ANY LOT, WHETHER WRITTEN OR ORAL, OR FOR ANY ERRORS OR OMISSIONS IN DESCRIPTION OR FOR ANY FAULTS OR DEFECTS IN ANY PROPERTY. THE PURCHASER HEREBY ASSUMES ALL RISKS CONCERNING AND RELATED THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE GRADING, QUALITY, DESCRIPTION, CONDITION, AUTHENTICITY, AND PROVENANCE OF A LOT.

19. All Sales Final. Items are sold with all faults and are not returnable for any reason except as set forth in the following Section 20.

20. Limited Rescission Right. If within fourteen (14) days of the sale of any lot, the Purchaser gives notice in writing to us that the lot is counterfeit and within ten (10) days after such notice, the Purchaser, at Purchaser's sole cost, risk, and expense, returns the lot to us in the same condition as when sold, and demonstrates to our satisfaction that the lot is a counterfeit, we will refund the purchase price.

21. Severability. No invalidity or partial invalidity or unenforceability of any provision provided herein shall affect or impair the validity of enforceability of any other provision hereof. If any provision or portion thereof of the Terms and Conditions of Sale shall be void, unlawful or unenforceable under applicable law, that provision or portion thereof shall be deemed deleted and severed from the remaining provisions, and shall not affect the enforceability or validity of any of the remaining provisions.

22. Jurisdiction; Governing Law. These Terms and Conditions of Sale as well as the Purchaser's and our respective rights and obligation hereunder shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. By bidding at an auction whether present in person or by agent, order bid, telephone, or other means, you shall be deemed to have consented to the jurisdiction of the state courts, and the federal courts sitting in the Commonwealth of Massachusetts. In any litigation between us and any Bidders (whether or not the Purchaser) the prevailing party shall be awarded full reimbursement of its actual paid legal fees in connection with the dispute.

23. No Assignment. Unless Grogan & Co. consents in writing, you may not assign your rights or any of your obligations relating to an auction or other sale by Grogan & Co. Any assignment without Grogan & Co.'s written consent will be void.

24. No Waiver. The failure of Grogan & Co. hereto to exercise any right, power or remedy provided hereunder or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Grogan & Co. of its right to exercise any such or other right, power or remedy or to demand such compliance.

25. BY BIDDING AT AN AUCTION, WHETHER IN PERSON OR BY AGENT, PROXY, ABSENTEE BID, TELEPHONE, OR OTHERWISE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE.