

# CONDITIONS OF SALE

*The property listed in this catalogue will be offered and sold by Weschler's Auctioneers and Appraisers, LLC ("Auctioneer") as agent for the "Consignor" on the following terms and conditions. No employee is authorized to alter these conditions. All bidders and consignors acknowledge knowing and agreeing to these conditions.*

## 1. REGISTRATION

Prior to sale, all bidders must register with a Weschler's representative and receive a bidding number. A bidding number will be required of the successful bidder at the fall of the Auctioneer's hammer for each lot. Online bidders must register and receive pre-approval to bid.

## 2. "AS IS" CONDITION

The Auctioneer and the Seller (Consignor) assume no risk, liability or responsibility for the authenticity or the authorship of any property identified in the catalogue (that is, the identity of the creator or the period, culture, source or origin as the case may be, with which the creation of any property is identified herein). All property is sold "As Is" and neither the Auctioneer nor the Seller (Consignor) makes any guarantees, warranties or representations of any kind or nature with respect to the property, and in no event shall be responsible for the correctness or any implied warranty or merchantability or any implied warranty of fitness for a particular purpose as it relates to description, genuineness, attribution, provenance, safety, reliability or condition of the property. If any implied warranties of merchantability or fitness for a particular purpose can be construed from the catalogue, auction, or bill of sale, such warranties are disclaimed by the Auctioneer and the Seller (Consignor). No statement in the catalogue or made at the sale or in the Bill of Sale or invoice or elsewhere shall be deemed such a warranty, guarantee or representation or an admission of liability.

## 3. GUARANTEE

Notwithstanding the preceding condition, if within 14 days of the date of the sale, on any lot, the purchaser must give notice in writing to the Auctioneer that the lot sold is a counterfeit and, if within 7 days after such notice the purchaser returns to the Auctioneer in the same condition as when sold, and gives written proof from a recognized impartial expert which establishes beyond reasonable doubt that the returned lot is in fact a counterfeit and that this was not indicated by a fair reading of the catalogue or the Auctioneer's comments at the time of sale, the Auctioneer as agent for the Consignor will rescind the sale and refund the purchase price paid defined as the amount of the successful bid price, plus buyer's premium. The guarantee is made only to the original purchaser of record (i.e., the registered bidder) and not any subsequent owners. The original buyer must have remained the owner of the lot without disposing of any interest in it to any third party. The term counterfeit is defined as a modern fake or forgery, and made with the intent to deceive.

## 4. WITHDRAWAL

The Auctioneer reserves the right to withdrawal any property at any time before actual sale.

## 5. BIDDING

Unless otherwise announced by the Auctioneer at the time of sale, all bids are per lot as numbered in the catalogue. The Auctioneer reserves the right to reject a bid from any bidder. The highest bid acknowledged by the Auctioneer shall be the purchaser. In the event of any dispute between bidders, the Auctioneer shall have the sole and final discretion either to determine the successful bidder, or to re-offer and re-sell the article in dispute. If the Auctioneer determines that any opening bid is not commensurate with the value of the article offered, he may reject the bid; and if, having acknowledged an opening bid he decides that any advance is not sufficient, he may reject the advance.

## 6. PURCHASER'S RESPONSIBILITY

On the fall of the Auctioneer's hammer, title to the offered lot passes to the highest bidder who, thereupon will pay the full purchase price therefore or such part as the Auctioneer may require. All deposits may be applied to any or all purchases made by the purchaser at this or any previous sale. All property shall be removed by the purchaser at his expense on the day of sale or within one week post-sale, if not so removed, may be sent by the Auctioneer to a public warehouse for the account, risk and expense of the purchaser. Any damage to or loss of any item purchased which is left with the Auctioneer after the day of purchase is the purchaser's sole responsibility. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to the Auctioneer and the Consignor by law, including without limitation the right to hold the purchaser liable for the bid price, the Auctioneer at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser, or (b) re-sell the property on 3 days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for the payment of any deficiency plus all costs, including warehousing, the expenses of both sales, and the Auctioneer's commission at its regular rates and all other charges due hereunder, and incidental charges. No claims shall be allowed after removal of goods and no article shall be re-sold for purchaser at the sale where purchased.

A premium equal to 22%\* of the successful bid price up to and including \$100,000, 20% of the successful bid price \$100,001-\$500,000, and 18% of the successful bid price over \$500,000 will be added thereto and is payable by the purchaser as part of the total purchase price.

*\*All online bidders will be charged an additional 1% buyer's premium.*

Maryland Sales Tax is computed on the total purchase price. The purchaser will be required to pay the Sales Tax unless: (i) the property purchased is for resale and a valid Resale Tax number is presented to Weschler's business office at the time of payment, and the sales price is \$200 or more; (ii) the sales price of precious metal bullion or coins is greater than \$1000; or (iii) the property is being shipped to a buyer located outside the state of Maryland by an ICC/USDOT licensed shipper/carrier. On any cash transactions or series of transactions exceeding \$10,000, Treasury Form 8300 will be filed.

Credit Card & PayPal payments are limited only to domestic buyers and to a total invoice amount of \$20,000. Credit Card payments must include an image of the credit card and be accompanied by a copy of the purchasers' driver's license or other acceptable photo.

**After five (5) business days and the failure to pay in full, the Auctioneer reserves the right to charge the Purchaser's credit card on file ten percent (10%) of the entire amount due (including the hammer price, buyer's premium, all applicable taxes and other charges). After fourteen (14) days, the Auctioneer has the right to charge the entire amount due (including the hammer price, buyer's premium, all applicable taxes and other charges) to the Purchaser's credit card on file.**

Buyers not known to the Auctioneer and planning to pay with a personal or business check are required to supply the Auctioneer with a bank letter of credit prior to the auction. If such arrangements are not made prior to the auction, purchases will be held by the Auctioneer until the check has cleared the bank.

## 7. RESERVES

Unless the sale is advertised and announced as an unrestricted sale or sale without reserve, Consignors reserve the right to bid through the Auctioneer as agent on their own consignments.

## 8. ADDITIONAL CONDITIONS

The Auctioneer reserves the right to cancel the sale or any portion thereof without prior or further notice, and to announce at any time additional conditions of sale.

While we do our best to protect the frames, Weschler's will not be responsible for damage, regardless of the cause.

While some defects and damages are noted in this catalogue, it is the responsibility of the purchaser to note the condition of each piece.