

**TERMS OF SALE**

**PLEASE READ AND SIGN BOTTOM LINE IF YOU AGREE**

1. All sales are final and the Auctioneer and his agents make no guarantees to any items being sold including age, condition, signatures, history, authorship, materials made of and provenance. There are no guarantees to any verbal or written descriptions or statements made by the Auctioneer or his agents. "Buyers Beware"
2. All bidder's should examine and preview goods being offered in person or by their elected agent to determine what they are bidding on and how much they want to bid. Bidders are bidding on goods that could have imperfections and flaws. The Auctioneer does not give condition reports or will not be liable for any condition inconsistencies. It is up to the bidder to determine condition .
3. The Auctioneer is the final judge in any disputes and may re-open or re-offer the items in question. The Auctioneer also will not be held responsible for any failure to see or to execute bids. the Auctioneer reserves the right to reject any bids or bidder.
4. Any written or verbal descriptions by the Auctioneer could be incorrect. The Buyer understands it is up to him/her to determine what they are bidding on not the Auctioneer.Items are not guaranteed-sold as-is
5. After you become a winning bidder it is up to you to keep your items safe. Buyer's are cautioned that we are not responsible for any items missing or lost after they are sold. No refunds given-please watch your purchases.
6. Consignor's are not allowed to bid on their own items or engage others to do so on their behalf.
7. All Bidders and absentee bidders are required to sign our forms prior to the auction and agree to the terms of sale. All terms are designed to avoid problems for bidders. We do not authenticate or send items out for expert opinions. It is up to the bidder to decide on the items authenticity. We caution buyers that signatures or marks are not guaranteed by this auction house. If in doubt do not bid.
8. Reserve bids- We discourage reserves on our items but on occasion we may take a reserve/ minimum. We will have a staff member bid in the reserve.
9. All items are sold subject to New Hampshire State Laws .All firearm sales are subject to both state and Federal laws requiring paperwork and possible background checks.
10. All mechanical items are sold without any warranty. Buyers should inspect or have their technician/mechanic preview such items. The Auctioneer gives no express or implied warranties-no refunds
11. All items are subject to a buyers premium which will be added to the purchase price. Buyers premium amount will be announced prior to the auction for some auctions have different premiums.
12. All items should be paid for in full before they leave the auction gallery/ site. All absentee bids should be paid within 5 days after the auction date. Failure to pay will result in lawful action.
13. Absentee bids- are executed by our floor manager or staff. We will bid for the person that could not attend the auction up to the amount left . If there are like bids or multiple bids left with the auctioneer the item will open at a certain amount reflecting those bid amounts.
14. Bidder acknowledges that any injury or damage caused by the bidder or his agents while moving or transporting goods purchased is not the responsibility of the Auctioneer and the Auctioneer shall be held harmless from any claims or actions brought forth.
- 15.Absentee bidders are required to furnish a credit card number and authorization that will be charged after they become a successful bidder unless other arrangements have been made with the Auctioneer.
16. All items are sold subject to errors and omissions. We are not liable for fax failures, power failures, computer problems and mistakes in printed advertising.
17. Any items not picked up after a sale are left at your own risk-If not picked up within 10 days after a sale they are subject to storage charges.After 30 days they will be forfeited. All items are left at the risk of the buyer.
18. Precious metals-Gold -Silver-Hallmarks- Gems,Precious stones-Coins-are not guaranteed including any weights given or appraisals furnished by others-please judge for yourself or have a qualified experts opinion before bidding- no refunds given.
19. Paintings,Glass,Porcelain, Books and Letters we do not guarantee any signatures,authorship or condition to be correct-. no returns/refunds.
20. SHIPPING- We are not shippers or do we make deliveries. As a courtesy we can take small items to our local shipping store. Buyer will make arrangements with them and pay them for their service. We must have items paid for in full before they are given to the shipper.

I HAVE READ THE TERMS ON BOTH PAGES AND AGREE/ACCEPT ALL TERMS BY SIGNING BELOW

\_\_\_\_\_ Date \_\_\_\_\_  
Bidders Signature

RETURN CHECK FEES \$ 25 plus any collection costs BIDDER # \_\_\_\_\_