

CONDITIONS OF SALE

Bidding on items indicates acceptance of the following:

1. **CONDITION REPORTS ARE NOT INCLUDED IN THE CATALOG DESCRIPTIONS.** All property is sold in "AS-IS" condition and without recourse and neither Northeast nor the consignors make any representations or warranties, express or implied, as to the catalogue description, attribution, authenticity, provenance, origin, size, age or condition of any of the property offered. It is the responsibility of the purchaser, prior to the auction, to examine the property and determine on their own all of the above. If requested in a timely manner and when possible Northeast Auctions will give "opinions" on condition and authenticity but this does not relieve the buyer from the responsibility to personally inspect the property prior to the auctions. Due to the recent high volume of condition requests Northeast reserves the right to limit requests and at times decide not to give condition reports on certain lots that in their opinion must be examined in person. All weights and measurements are approximate. Notwithstanding the above, any claims for refunds must be received by Northeast Auctions in writing within 28 days of the auction regardless of whether or not you have taken possession of the property. Prompt payment and shipping arrangements are expected. Under no circumstances will Northeast be held liable for an amount greater than the purchase price of a lot.
2. The highest bidder acknowledged by the auctioneer shall be the purchaser. Northeast reserves the right to reject any bid. The auctioneer has the sole right to re-offer a lot and/or settle disputed bids. The record of sale kept by Northeast will be taken as final in the event of a dispute.
3. At the fall of the auctioneer's hammer, title will pass to the successful bidder and the bidder thereupon assumes full risk and responsibility for the property, including the obligation to pay the full purchase price including the hammer price, buyer's premium and if applicable, internet fees as set forth in item 4 below. All bidders may be required to sign a bidder registration form. Northeast shall have the right to reject any bid from anyone including, but not limited to, those who have not established credit prior to the auction in a timely manner.
4. A buyer's premium will be added to the hammer price of each lot; the buyer's premium is 20% of the final bid up to and including \$200,000, then 12% for the remaining balance above \$200,000. In addition, purchases made through Invaluable will be subject to an additional 3% charge on all purchases.
5. **PAYMENT. UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH NORTHEAST, PAYMENT WITH GOOD FUNDS IS DUE AT THE END OF EACH SESSION FOR BIDDERS IN THE AUDIENCE. ALL TELEPHONE, ABSENTEE AND INVALUABLE SUCCESSFUL BIDDERS MUST PAY FOR ALL PURCHASES IN FULL WITH CLEARED FUNDS WITHIN FIVE DAYS OF THE LAST SESSION OF THE AUCTION.** Purchasers of expensive items may wish to pay by wire transfer. (Please request wiring instruction from our office.) All buyers, both domestic and foreign, with a statement total of under \$2,000 may pay by MasterCard or Visa. Foreign bidders with a total due of \$2,000 or more are required to wire transfer funds to our bank. Domestic bidders with a balance of \$2,000 or more are required to either wire transfer funds or pay by check. Wiring instructions will be included with your statement sent via email. Northeast Auctions reserves the right to hold property until funds have cleared. **IF PAYMENT IS NOT RECEIVED WITHIN THIRTY DAYS OF THE LAST SESSION OF THE AUCTION,** Northeast Auctions will charge a 1.5% monthly interest charge due on that date and the anniversary of the first day of the next 30 day cycles.
6. **PROPERTY PICK UP.** All property must be picked up within five days of the last session of the auction unless other arrangements have been made. Shipping is the responsibility of the purchaser. Our staff will provide names of shippers and movers that our clients have used in the past, but the use of these and any other third parties is solely at the risk of the buyer. Northeast will assume no responsibility for damage to property not picked up within that time period. Property purchased at off-site auctions will not be available for pick up until 24 hours after the end of the last session of the auction. Storage charges may incur for delinquent pick up.
7. If the purchaser fails to fulfill any of the above conditions of sale, in addition to all legal remedies available, Northeast may at its sole discretion: a) cancel the sale and retain any payments made as liquidated damages, b) resell the property privately or at public auction for the account of the buyer, in which case the buyer shall be liable to Northeast for all its costs and damages, including the commissions for both sales and any shortfall if the lot brings less than originally offered, c) remove the property to a public warehouse at the expense and at the risk of the buyer.
8. Some lots carry reserves or minimum selling prices. This is a figure agreed upon by the consignor and the auction house below which a lot will not be sold. The auction house will execute the reserve bids. The reserve will not exceed the low estimate, but estimates can be changed either in writing or verbally by the auctioneer at any time prior to the offering of each lot. The auctioneer may withdraw lots prior to the offering of each lot. The auctioneer reserves the right to reject an opening bid that, in his opinion, is not commensurate with the value of the lot.
9. **PHONE BIDDERS.** Unless you are willing to open a lot for at least \$300 or 50% of the low estimate, whichever is higher, we suggest you leave an absentee bid. Bids above those amounts will be executed for you competitively. Please note that errors occur with phone bidding for various reasons including, but not limited to, cell phones that are out of calling range and busy signals. Under no circumstances will Northeast be responsible for problems incurred with telephone bidding.
10. As a registered bidder you agree that any legal action against Northeast or any of its officers or employees will be brought in the courts of the State of New Hampshire or a federal court sitting therein.
11. **Endangered Species.** Certain lots may contain materials from animals to be considered endangered species. It is the responsibility of the potential bidders to make sure shipment to their location is allowed.
12. Bidding on any item indicates your acceptance of these terms and all other terms announced before or at the time of the sale whether bidding in person, absentee, by telephone or by Invaluable.

Notice To Absentee Bidders

Unless known to us absentee bidders must supply two references from other American auctions houses, a fax number and a credit card number. Statements will be mailed the day after the sale and immediate payment is requested. Payment must be received within 15 days of sale or a service charge will be charged at 1.5 percent at that time and on the start of each additional 30 day period.

