



## Fine Art & Estate Auction

### TERMS & CONDITIONS OF SALE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS YOU WILL BE BOUND BY THEM IF YOU BID AT AUCTION. The auction catalog, if any, and the terms hereinafter set forth, as amended by any posted notices or oral announcements during the sale, is Sterling Associates Inc. (herein referred to as "we", "us", or "our") and the Consignor's entire agreement with the purchaser relative to the property listed in our catalog or otherwise offered for sale.

All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate.

Bidders must be 18 years of age or older. Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale.

1. The property is sold in "AS IS" condition and without recourse, and neither we nor the consignor makes any representations or warranties, express or implied. Catalog descriptions, including on-line catalogs are guides only and are based on sources believed to be reliable but their accuracy cannot be guaranteed of the attribution, authenticity, provenance, origin, size, age or condition of any of the property offered for sale. No warranty, whether expressed or implied, is made with respect to any description or condition report contained in this auction or correspondence. It is the responsibility of the purchaser, prior to the auction, to examine the property and make a determination as to the value, condition, description, provenance, origin, size and age of the property. Participation in the auction indicates your agreement with the above conditions.

All items are available for Live Preview prior to the auction. Any and all specific questions should be asked prior to bidding. Additional photographs may be supplied upon request. The absence of a condition report does not in any way imply condition. Any condition report provided is only an opinion of Sterling Associates, Inc. The catalog listings are meant as a descriptive guide only. Buyers are encouraged to use the Live preview to examine the merchandise.

2. All Sales are Final. There are no returns, exchanges, or refunds. - No exceptions.

3. The highest bidder acknowledged by the auctioneer shall be the purchaser. We reserve the right to reject any bid. The auctioneer shall advance the bid at his/her sole discretion. The auctioneer in his/her sole discretion may determine to re-offer any lot in dispute. In the event of any dispute, our record of the bids shall be accepted as conclusive.

4. We reserve the right in its sole discretion at any time before bidding commences to withdraw combine or divide any lot.

5. At the fall of the auctioneer's hammer, title will pass to the highest bidder who thereupon assumes full risk and responsibility for the property, including the obligation to immediately pay the full price or such price as we may require. All bidders may be requested to give their name, license and credit card. We shall have the right to reject any bid from anyone who has not established credit with Sterling Associates Inc. prior to the auction.

6. The purchase price paid by the buyer shall be the amount of the final bid plus buyer's premium of 25%. **Credit cards will be accepted for invoices up to \$500.00.** Accepted methods of payment are Cash, Personal Checks, Bank or Cashier's checks, Wire transfers, American Express, Master Card, and Visa.

**WE DO NOT ACCEPT PAYPAL** or Discover credit cards. Returned checks will be subjected to a \$50 service fee. **There is a minimum of \$500.00 for wire transfers.** Any transfers under \$500.00 will be subject to a \$35.00 penalty fee. Item(s) will not be released until all fees are paid. All purchases are subject to state and local taxes where applicable, which are computed on the purchase price. For purchases made by checks, property will not be released until the check clears. All property must be paid for and removed from our premises by the purchaser at his or her expense no later than 10 business days following the sale. If items are not paid for and removed, we may send the purchased property to a public warehouse for the account of, and at the risk and expense of the purchaser. Storage charges will incur at the expense of the purchaser. An additional surcharge by Sterling Associates of \$5 per lot per day, with a \$100 administration fee. 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 check, we have confirmed authenticity. Once storage charges have exceeded the cost of the purchased items, the items will be considered abandoned and will be sold off or discarded.

7. Property purchased from us by a successful bidder may not be removed from the auction sale premises until the full purchase price plus the buyer's premium and all applicable taxes have been paid.

8. If the purchaser fails to fulfill these conditions, in addition to all legal remedies available to Sterling Associates Inc., we may: a) cancel the sale and retain any payments made as liquidated damages; b) resell the property for the account of the buyer, in which case the buyer shall be liable to us for all its costs and damages, including the commissions for both auctions; c) remove the property to a public warehouse for the account and at the risk and expense of the buyer. Any items removed to a warehouse will be considered abandoned after 60 days and disposed of accordingly, whether or not they have been paid in full.

9. Sterling Associates, Inc. is not responsible for shipping. The shipping arrangements and the cost of shipping of any purchased item is the sole responsibility of the buyer. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. In no event will we be liable for damage to glass or frames, regardless of the cause.

10. The Auctioneer, its affiliates, or their employees consign items to be sold in the Auction, and may bid on those lots or any other lots. The Auctioneer may bid on the behalf of the reserve for the consignor. Auctioneer or affiliates expressly reserve the right to modify any such bids at any time prior to the hammer based upon data made known to the Auctioneer or its affiliates.

11. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be considered sold during the Auction and all these Terms and Conditions shall apply to such sales including but not limited to the Buyer's Premium, return rights, and disclaimers.

12. The absence of a condition report is not in any way an indication of any items condition. The catalog listings are meant as a descriptive guide only. Buyers are encouraged to use the Live preview to examine merchandise. Please call or email for specific lot conditions and we will advise as accurately as possible. All lots are available for Live Preview one week prior to the auction date. For buyers who are unable to preview in person, please ask all specific questions prior to bidding. Additional photographs may be supplied upon request. Any condition reports provided by Sterling Associates Inc. are based solely on our opinion. We do not blacklight or UV light any items. We do not guarantee the working condition of any mechanical type items, especially but not limited to clocks.

13. Please visit our Website for a list of recommended 3rd party shippers. A signed pick up & delivery form must be submitted to Sterling Associates, Inc. before an item will be released for shipping. No lots will be released for shipping until the pickup and delivery form has been returned to Sterling Associates, Inc.

14. Sterling Associates, Inc. is in no way liable for any damages that are caused during shipment. All shipping claims must be filed by the buyer directly with the shipper. Shipping damages should be addressed immediately with the shipper.

BIDDING AT AN AUCTION WHETHER PRESENT OR IN PERSON OR BY AGENT, ORDER, BID, TELEPHONE OR OTHER MEANS, CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS.