

The Auction Barn

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Conditions of Sale

1. The lots listed in this catalog will be offered by The Auction Barn ["T.A.B."] as owner or as agent for consignor(s) subject to the following terms and conditions:
2. All property is sold as is, where is and without recourse, and neither the consignor(s) nor T.A.B. make any representation or warranties, expressed or implied, with respect to size, count, weight, style, authenticity, period material, or manufacturer copyright or reproduction right or any other warranty except as specified below on any lot sold. All measurements and weights are approximate. All glassware is sold as is; we cannot check every piece for chips. T.A.B. is not responsible for damage of glass covering paintings, drawings, and other works of art, or frames, regardless of cause. T.A.B. will not guarantee the authenticity of any signature unless so stated at the time of auction. We will only guarantee the medium in which the particular work is executed. We are not responsible for typographical errors. In the event T.A.B. guarantees authenticity (stated at time of auction): Buyer must notify T.A.B. within seven (7) calendar days of receiving any information which causes the buyer to question the authorship, and such notice shall be given no later than thirty (30) calendar days from date lot was delivered to buyer/authorized representative.
3. The catalog listings are meant as a descriptive guide only. Buyers are encouraged to use the preview to examine merchandise.
4. T.A.B. reserves the right to withdraw, combine, or divide any lot at its sole discretion prior to the commencement of bidding.
5. The purchase price payable by the buyer shall be the sum of the final bid plus a buyer's premiums of 25%
6. Purchases are subject to 6.35% CT sales tax except when a valid resale certificate has been furnished and verified valid by T.A.B. prior to any auction or sale.
7. A small percentage of lots may have a reserve price, which is the confidential minimum price below which such lot will not be sold. No reserve will exceed the low estimate of that lot. Reserves are agreed upon between consignors and T.A.B.
8. The auctioneer may execute bids on behalf of absentee bidders and on behalf of consignors up to a reserve price.
9. T.A.B. reserves the right to reject any bid, as well as the right to refuse to acknowledge any bidder. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of a dispute between bidders, the auctioneer has the final discretion to determine the successful bidder or to re-offer the lot in dispute. If any dispute arises after a sale, T.A.B. sale record shall be conclusive.
10. No auction lot may be removed during the sale or at any time until the full purchase price has been paid. All lots must be paid and removed at the buyer's expense within 10 business days of sale or they are subject to a storage fee of \$10.00 per lot, per day. T.A.B. reserves the right to dispose of your purchased lot if the cost of

storage exceeds its sale price. If payment is not made within 10 days of sale date, T.A.B. reserves the right to charge the Credit Card left to secure your bid for the invoice's total amount due. T.A.B. will not be held responsible for loss or damage to items left on premises over 10 business days. T.A.B. reserves the right to re-auction, without reserve, items not removed within 30 days.

11. T.A.B. is not responsible for shipping. All shipping is to be arranged and paid by successful bidders. Upon request, T.A.B. will provide buyers with a list of recommended shippers.
12. If, for any reason, a purchased lot cannot be delivered/picked up in the condition it was in at the time of sale, or should any purchased lot be stolen or lost prior to delivery/pick up, T.A.B. shall not be liable for any amount in excess of that paid by the purchaser. However, 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 and T.A.B. will have no liability for any loss or damage to such items.
13. Employees of T.A.B. are not prohibited from bidding. It is possible, that through their employment, they may have access to information not available to the public.
14. T.A.B. reserves the right to hold purchases until buyer's check clears our bank. Returned checks are subject to a \$50.00 service charge.
15. Acceptable forms of payment include cash, check, money order, Visa, MasterCard, Discover, American Express, and bank wire transfer.