

## Terms and Conditions of Sale

Special Note: Payment must be received within 10 days. Saucon Valley Auction Company will file a Dispute if payment is not received within 10 day regardless of payment arrangements if bidding online. Shipping is the responsibility of the buyer. As a courtesy to our customers, Saucon Valley Auction Company will transfer the items purchased to the shipper only after payment has been received. At this point, the shipper will provide you with a shipping quote using multiple shippers. Quotes will not be provided prior to payment in full.

1 All property is sold as is, and neither the auctioneer nor any consignor makes any warranties or representation of any kind or nature with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, of description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property and no statement made at the sale, or in the bill of sale, or invoice or elsewhere shall be deemed such a warranty of representation or an assumption of liability.

2. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Saucon Valley Auction Company below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. A representative of Saucon Valley Auction Company will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.

3. Except as provided in paragraph 2 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her election, withdraw the lot or re-offer the lot for sale.

4. All merchandise purchased must be paid for and removed from the premises the day of the auction unless purchased online or prior arrangements have been made. Local shippers can be found in paragraph 13. Saucon Valley Auction Company may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed by the purchaser within three (3) business days after the date of sale. Saucon Valley Auction Company shall have no liability for any damage to property left on its premises for more than three (3) days after the date of sale. At the option of Saucon Valley Auction Company, the merchandise may be transferred to and stored at a bonded warehouse and the purchaser agrees to pay all transfer and storage expenses. Saucon Valley Auction Company may impose, and the purchaser agrees to pay, a monthly interest charge of 1.5% of the purchase price of any lot or item not paid by the purchaser within thirty-five (35) days of the date of sale.

5. Saucon Valley Auction Company may dictate the type of payment required depending on the type of purchase. Personal checks will be acceptable only if credit has been established with Saucon Valley Auction Company or if a bank authorization has been received guaranteeing a personal check. Saucon

Valley Auction Company reserves the right to hold merchandise purchased by personal check until the check has cleared the bank. The purchaser agrees to pay Saucon Valley Auction Company a handling charge of \$40.00 for any check dishonored by the drawee. Please contact Saucon Valley Auction Company for additional payment methods. Payment must be received within 10 business days of the auction or the purchaser is in breach of his/her obligations.

6. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Saucon Valley Auction Company may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has failed to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.

7. In no event will the liability of Saucon Valley Auction Company to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.

8. All purchases are subject to the Pennsylvania 6 % sales tax unless the purchaser possesses a sales tax exemption number and fills out the Pennsylvania Exempt Certificate. Exemption numbers from other states are accepted in PA if presented with a business card or letterhead. Dealers, museums, and other qualifying parties can apply for a Pennsylvania exemption number prior to the auction by contacting the Pennsylvania Department of State

9. Successful bidders will have a buyer's premium equal to 19% of the final bid price.

10. Saucon Valley Auction Company and its consignors make no warranty or representation, express or implied that the purchaser will acquire any copyright or reproduction rights to any lot sold. Saucon Valley Auction Company expressly reserves the right to reproduce any image of the lots sold in this catalogue. The copyright in all images, illustrations and written material produced by or for Saucon Valley Auction Company relating to a lot, including the contents of this catalogue, is, and shall remain at all times, the property of Saucon Valley Auction Company and shall not be used by the purchaser, nor by anyone else, without our prior written consent.

11. These conditions of sale shall be governed by the laws of the Commonwealth of Pennsylvania. The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Saucon Valley Auction Company in connection with the transactions contemplated by this agreement shall be brought, in the courts of the Commonwealth of Pennsylvania or any federal court sitting therein. The bidder/buyer consents to the nonexclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.

12. Shipping is the responsibility of the purchaser. Some property that is sold at auction can be subject to laws governing export from the U.S. Import restrictions from foreign countries are subject to these same governing laws. Licensing for import or export of goods from local authorities is the sole

responsibility of the buyer. Denial or delay of licensing will not constitute cancellation or delay in payment for the total purchase price of these lots.

13. Unless other shipping arrangements are made, once payment has been received, Saucon Valley Auction Company will drop the items off at one of the two locations and packaging, shipping arrangements and payments will be made directly with them. If no shipper is selected at time of payment it will be at the discretion of Saucon Valley Auction Company and you will be notified accordingly. SVA does not guarantee a specific pickup time by the shipper. SVA is not affiliated with the shipper in any way and does not profit from the shipping of auction items. SVA does not ship any items in house.