

Consignment Terms

Commission Rates: Commissions are assessed and based on the hammer price or post-sale negotiated price per item. Rate(s) listed on first page of this agreement under "Commission Terms". All sales are subject to a Buyer's premium which is wholly retained by the auctioneer in addition to the commissions earned.

Reserves: All items are sold without minimum or reserve unless reserve amounts are denoted on the first page of this agreement. All listed reserves are to be designated at consignment date. Circled amounts indicate minimum "net to consignor" amounts. Items without a specified reserve may be sold without minimum or reserve at the discretion of the auction house. Auctioneer may reject any or all bids OR accept a bid below the reserve providing net proceeds are equal to or greater than the agreed net amount to consignor.

Withdrawal: Seller agrees not to Withdraw any property from the sale after the date this agreement has been signed except by written consent by ACME Auctions. In the event of any withdrawal, Seller will pay ACME Auctions an amount equal to the commission agreed upon herein and reimburse ACME Auctions for all out-of-pocket expenses incurred including advertising costs in connection with the described property. ACME Auctions reserves the right to withdraw any and all property from sale if, in sole ACME Auctions judgment, there is doubt as to attribution or authenticity, accuracy of Seller representation or warranties, if Seller is breach of this agreement, or any other just cause exists.

Sales Expenses &/or Additional Services: ACME Auctions will bear out of pocket expenses such as photography, cataloging, advertising, online bidding services, etc. unless noted on first page of this agreement and agreed/initialled by both parties.

Estimates: Any written or oral appraisal, estimate, or other statement of value provided by ACME Auctions representatives with respect to estimated or expected selling price is an opinion only and shall not be relied upon by Seller or any third party as a guarantee or as the actual sales price. In no event will ACME Auctions be held liable for any failure of any property to be sold at such estimated or expected price.

Consignor Payments: ACME Auctions shall pay Seller such portion of the net proceeds to which they are entitled. Normally, payment is made 10 business days after the sale. Funds are dispersed providing the auction house has received immediately negotiable funds as payment and the items have been received and accepted with satisfaction by the Buyer. In the event of an absentee, out of state, telephone, internet or special circumstance Buyer, additional time is required (usually not more than 30 days) to satisfy all terms of Buyer payment and acceptance. Consignor may request a partial payment on cleared items any time after the initial 10 day waiting period. Anticipation of or occurrence of a return, cancellation, charge back, dispute of identification/description may further delay consignor payment. No payment shall be made to Seller for any item where Buyer has notified ACME Auctions that they intend to rescind the sale.

Term/Location: Item(s) will, predominately, be held fully insured at our storage facilities. Offsite/on location auctions may occur, but we are currently an internet only auction house. In the event of disruption/postponement of the sale due to unforeseen circumstances such as an unforeseen shut down of Live Auctioneers, severe weather or electrical outages, consignor hereby authorizes inclusion of all consigned items to a future scheduled auction or sales event. In the case of estate auctions, large collections and large lots, items may be separated to multiple sales. All items shall automatically renew for one year from consignment date. The auction house and its employees shall not be held liable for any errors or omissions in the catalog or any other descriptions of the property. ACME Auctions makes no representations or warranties to Seller with respect to the property, its authenticity, condition or otherwise.

Unsold Items: Items which are identified as not having met their reserve on auction day may be resold by the gallery privately after the sale for a period of 30 days at the reserve selling price unless the consignor removes, requests the return of or request the non-sale of the lot. Unsold items remaining in our custody for 30 days following an auction, without contact from the Seller, are subject to sale without notice as per the terms of the original contract however **without** reserve. Items consigned without reserve and unsold in a public auction, may be reoffered at auction or sold directly at the auctioneer's discretion. Return shipping, packing and/or delivery fees may be required to be paid by the consignor. Items left over 90 days from notice to consignor to reclaim, will be considered abandoned and will be sold regardless of price with all proceeds going to ACME Auctions.

Buyer Non-payment: ACME Auctions acts as an agent for you, the Seller, in the collection of monies due from the sale of Property but has no obligation to enforce payment. In the event of non-payment by Buyer, ACME Auctions has the sole discretion to cancel the sale and notify Seller of plans to offer the property for resale, plan arrangements for the return of property or take any other actions permitted by law. ACME Auctions shall not under any circumstances be held liable for any consequential damages to Seller as a result of non-payment by Buyer.

Disputed Sales: ACME Auctions is authorized by you as your agent to accept the return and rescind the sale of any property if we at any time in our sole discretion determine that the sale of or offering for sale of any property has subjected us or you to any liability under a warranty of authenticity or condition. Any returns, adjustments, voided sales, charge backs or administer a lien, ACME Auctions and/or their agents, associates and/or subcontractors may pursue recovery of the loss including legal and other fees from Seller, if but not limited to, the consignor was aware prior to or the time of the sale or attempted sale of any potential impediments to the merchantability, subsequent transferability of title, establishment of authenticity/documentation/identification, integrity or confirmation of apparent quality, completeness, medium, state, impression, variety or condition of an item. Consignor agrees that should any dispute over the property or the practices and/or performance of PA, their agents, associates or subcontractors affiliated formally or informally with the firm arise, both parties with diligently attempt to settle the dispute(s) through a mediation process with a mutually appointed mediator and that the mediation proceeding as well as any litigation or charges which should arise will be filed and resolved in Suffolk County, New York state courts and/or Suffolk County, New York seated federal courts unless a mutually accepted alternative venue is agreed upon by both parties.

Disclaimer: Works on paper, paintings and any items with backing paper shall be subject to removal from their frames and/or mats for inspection. The consignor authorizes such removal of backing paper, matting and related hardware. Acidified, inappropriate, poorly fitting or non-complimentary matting, backing paper and/or mounting hardware may be discarded. ACME Auctions and their associates are not responsible for losses to pigment and/or damage to paper experienced in the removal, examination, evaluation or display of works of art. ACME Auctions reserves the right to withdraw, terminate, cancel, credit or exchange any sale at any time without notice to or the incidence of financial or other compensation and or consequential damage claims from the consignor. ACME Auctions is not responsible for any items in the custody of any third parties including by not limited to shippers, framers, conservators, restorers and appraisers. ACME Auctions shall not be held liable for damage to picture frames, mats, frame backing material, keys, casters, upholstery, exposed or loosely affixed labels supplementary paper/photo documentation, display materials, boxes or crates.

Buyer and inquiring potential client identities will not be disclosed to consignors just as consignor identity will not be revealed to others. Neither party shall be liable for any special, incidental, and/or consequential damages. This agreement shall be binding upon Seller, its heirs, distributors, executors, legal representatives, successors, and assigns. Consignor warrants clear and unattached title or authorized agency of same. This agreement constitutes the entire agreement between agent and consignor.