HOUSE OF CRAVEN	J

Office	Use (	Only	

Bid Type	Payment Type		
Absentee Bid  Telephone Bid	Credit Card  Check   Money Orde  Wire Transfer   Zelle  Cryptocurrency	Please note that we must have process your bid. If alternative within three (3) calendar days the credit card on file will be PayPal	AsterCard DISCOVER CAMERICAN DEGRIESS
	are of deadlines for Bids: AT L of Craven cannot guarantee th	-	
NAME	CREDIT CAR	D NUMBER	EXP DATE CVV2
BUSINESS NAME		PRIMARY TELEP	HONE
BILLING ADDRESS		SECONDARY TEL	EPHONE
CITY		STATE	ZIP CODE
EMAIL ADDRESS (REQUIR	ED FOR INVOICE)	STATE F	RESELLER'S TAX ID # (IF APPLICAB
Lot Number	Brief Lot Description		Bid Amount
are subject to the "Terms ar	indicates that you agree that all purchases and Conditions" as stated on the back of		nt to process my credit card Auction Sale. All Sales are FINAL.
	ouse of Craven is not responsible for failure relating to the execution of your Bids.	DATE	

Your signature on this form indicates that you are satisfied with the condition, age and authenticity of the Lot(s) that you are bidding on. You or your representative has examined the Lot(s) during preview, or you have waived the opportunity for examination. All Lots are sold "AS IS, WHERE IS". No Lots can be returned for a full or partial refund.

## **Terms & Conditions**

REVISED: March 01, 2024. Registering to Bid on this House of Craven online Auction, YOU agree to the following Terms and Conditions, and YOU also acknowledge YOU have reviewed and understand the additional Terms & Conditions on our website. Please Note, Our Terms of Sale have recently changed. Payment is due for your item(s) upon receipt of invoice. Telephone and Absentee Bidders will be notified by both Telephone and Email within twenty-four (24) hours of sale end. We accept cryptocurrency; cash; check; credit/debit cards; Zelle (Bank of America and CITIBank); PayPal; CashApp; domestic and international wire transfers; Escrow.Com; or invoicing via Square or Bank of America Merchant Services, for payment at our sales and auctions. Buy Now, Pay Later: AfterPay; Affirm; Klarna; ART Money; or Wells Fargo Jewelry Advantage Credit Card. Cryptocurrencies Payment Providers: Coinbase; BitPay; and PayPal.

- 1. All items are sold "As Is, Where Is," with all faults. There are no warranties or representations of merchantability of any other kind, express or implied. All artists' names and dates recorded in this Catalogue are not to be taken as unqualified attributions to the artists named. No attributions to any artist or date are made or intended as to authorship or date of execution. Therefore, none of the Property in this Catalogue is subject to any guarantee of authenticity and/or provenance and all the Property is sold "As Is, Where Is". All items are available for your examination prior to Bidding. Your Bidding will signify that you have examined the items as fully as you desire, or that you have chosen not to examine them. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials, provenance, or any other feature of items being sold. House of Craven recommends prospective Bidders to examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not Bid on the item in question. We do not give refunds. All sales are final. No statement written or oral made by the Auctioneer or any employee of House of Craven shall be deemed a warranty or assumption of liability by House of Craven or by any seller represented by House of Craven.
- 2. Bidding will begin at a price appropriate in Auctioneer's discretion. The Auctioneer always reserves the right to withdraw a Lot for any reason. At the Auctioneer's discretion, no Bid of less than one half the low estimate will be accepted from any source: Telephone Bidding, Absentee Bidding, or Internet Bidding, unless authorized by the Auctioneer. Some Lots in this Catalogue are offered subject to a Reserve, which is the confidential minimum hammer price at which a Lot will be sold. In executing a Reserve, the Auctioneer has the right to Bid on behalf of the Consignor, whether by opening Bidding or continuing Bidding in response to other Bidders until reaching the Reserve. If the Reserve is not met, the Auctioneer has the right to withdraw the item from the sale.
- 3. Once we declare that an item is sold, we cannot reopen the Bidding. It is the Bidder's responsibility to get our attention prior to our saying 'sold'. When the Auctioneer declares the item as sold, the title of Property transfers to the successful Bidder. We reserve the right to reject any Bids deemed inappropriate or to withdraw any item(s) for lack of appropriate Bids. If an item is withdrawn from the House of Craven Auction, it will be offered again only at the Auctioneer's discretion.
- 4. We accept cryptocurrency; cash; check; credit/debit cards; Zelle (Bank of America and CITIBank); PayPal; CashApp; domestic and international wire transfers; Escrow.Com; or invoicing via Square or Bank of America Merchant Services, for payment at our sales and auctions. Buy Now, Pay Later: AfterPay; Affirm; Klarna; ART Money; or Wells Fargo Jewelry Advantage Credit Card. Cryptocurrencies Payment Providers: Coinbase; BitPay; and PayPal. We reserve the right to require certified funds or bank wire transfers for large purchases over \$5,000 US Dollars. Buyers not known to us who wish to write a check must provide upon request, a current letter of credit from their bank guaranteeing funds for that account. Credit arrangements must be made by the Friday prior to the day of auction so bank statements can be verified. We reserve the right to not issue a Bidder number or to withhold merchandise if appropriate credit has not been established. We require wire transfers or Credit cards for International Buyers outside of the United States.
- 5. All Absentee and Telephone Bidders are required to sign and agree to these Terms and Conditions, as well as provide House of Craven with a valid credit card having an available balance equal or greater to twenty percent (20.0%) of the final hammer price of the items Bid on. Purchases made totaling \$5,000 or more require a 20% payment at time of purchase and the remaining balance must be paid in full with check, cash, credit card or wire transfer within three (3) calendar days. In the event the credit card limit will not cover the aforementioned twenty percent (20.0%), House of Craven reserves the right to continue collection attempts under the fullest extent of the law. Bidding on an item indicates the client's acceptance of our Terms of Sale. In the event the Buyer does not pay in full within three (3) calendar days of the sale, the Buyer is in default, therefore title has not exchanged. In the event of a Buyer default, the Buyer agrees to pay House of Craven a twenty percent (20.0%) default fee and releases title of that said item. All Bidders and Buyers must be 18 or older.
- 6. House of Craven is pleased to offer online Bidding for prospective Bidders. Absentee Bids are executed competitively and confidentially. All reservations for Telephone Bidding are held in the strictest confidence and must be received by 5 PM EST the day before the House of Craven Auction. No additional Telephone Bids can be accepted on the day of the auction including additions when speaking with a staff person on the Telephone. Leaving an Absentee or Telephone Bid on a Lot indicates your willingness to open the Bidding at one half the printed low estimate and gives the Auctioneer the authority to open the Bidding at that level. House of Craven shall have the right to withdraw any item at any time for any reason and to void any sale in the event of an error or dispute.
- 7. In the case of identical Absentee Bids, the Bid received first will prevail. Bids left on LiveAuctioneers.com, Bidsquare.com, or through the House of Craven APP available for free on iOS and Android are not executed until the item is offered in the live auction and the order in which they are received is not a factor. We sell 50-100 Lots per hour.
- 8. In our experience, cellular Telephones are not always dependable, and we recommend Telephone Bidding reservations be made on land lines. We make every effort to honor all Absentee and Telephone Bid reservations, but we are not liable for any losses incurred as a result of failure to execute Absentee Bids or failed Telephone reservations. Submitting Absentee Bids or bidding by Telephone does not imply an extension of credit. Please see numbers 4 and 5 above.
- 9. Purchaser agrees that packing and shipping is done at the purchaser's risk, expense and that the purchaser will pay in advance all packing expenses, materials, carrier fees and insurance charges. Please see the additional Terms and Conditions, Shipping Partnership and Release Forms available on the House of Craven website. At our discretion, items will either be packed by an agent such as a packaging store or House of Craven. Please allow two weeks for shipping after payment is received. Shipment of large items is the responsibility of the purchaser. We are happy to provide names of carriers and shippers if a purchaser, so requests and a list is also available on our website. House of Craven will have no liability for any loss or damage to shipped items.

NOTE: to Internet/Online Absentee Bidders, House of Craven does not accept "Cut Bids". House of Craven always encourage Bidders to Bid by Telephone or to leave Absentee Bids through our office to avoid such a situation. If there are any questions, please contact the House of Craven prior to the start of the auction: <a href="mailto:craven@houseofcraven.com">craven@houseofcraven.com</a>.

- 10. All purchases are subject to applicable Florida sales tax unless the Florida Certificate of Resale tax form is fully and completely filled out and received prior to time of purchase. Resale tax numbers from other states in the United States are accepted. International Buyers are responsible for tariffs, taxes, or assessments of shipped items to the Buyer's country.
- 11. Bidding on an item indicates your understanding and acceptance of these Terms of Sale. If a Buyer is in breach any of these Terms of Sale, including the obligation to pay for purchased items, House of Craven may seek all remedies under the law including canceling the sale and reoffering the Property without Reserve.
- 12. Auctions shall be conducted by an Auctioneer who receives increasing Bid amounts for the item in question. Such Bid amounts shall not include our Buyer's Premium (30.0%); surcharge (3.0%); credit card or transaction processing fees; or shipping and insurance. If an Auctioneer determines that a Bid amount is not appropriate for any reason, the Auctioneer may choose not to accept that Bid.
- 13. The Buyer at Buyer's expense must remove all Property from House of Craven not later than seven (7) calendar days following the sale. Purchases not removed by the eighth  $(8^{th})$  calendar day following the sale will be subject to an eight dollar (\$8.00 USD), per day storage fee, per item, payable by the Buyer until the items are removed. If the Buyer pays but does not arrange for shipping and/or pick-up of the item(s) within sixty (60) calendar days, the sale will be canceled, and Bidder or Buyer is deemed a "non-performing Bidder", and the item(s) will become the Property of House of Craven. Further, House of Craven will impose a late fee of one- and one-half percent (1-1/2%) per ten (10) days of the total invoice amount.
- 14. All photos and descriptions posted on our website(s); social media; in print; on our APP available for free on iOS and Android; LiveAuctioneers.com; BidSquare.com or BidSquare LIVE; or any Internet platform; or on a Blockchain or any digital format are Property of House of Craven and are subject to US copywrite laws. No photo description may be used without written approval by a House of Craven Auction agent. Use of unauthorized photos and descriptions could incur penalties.

SIGNATURE	DATE
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I understand that House of Craven will execute Bids as a convenience and will not be held responsible for any errors or failure to execute Bids. I understand that my Bids are placed subject to the Terms and Conditions of sale as stated above, and that I will be responsible for the purchase price and 30% Buyer's Premium, (additional fees see 12 and 13 above), well as all applicable local and state taxes and separate shipping and insurance costs. I hereby authorize House of Craven to charge my credit card for twenty percent (20%) of my purchases as a good faith deposit of items won in this House of Craven Auction at the time of the sale. I understand these charges may be reversed in the event a different form of payment is agreed upon by House of Craven. In the event my credit card is declined for a minimum deposit of a twenty percent (20%) of my purchases, House of Craven reserves the right to sell the item to the under Bidder at its discretion. I have read the above terms and conditions and I hereby agree to them. Shipment or Pick-up cannot be arranged from House of Craven's West Palm Beach, Florida warehouse until full payment has been received.

Warehouse Address:	4421 Annette Street, Unit 9
	West Palm Beach, FL 33409