



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

HOUSE OF CRAVEN

Revised: March 01, 2024.

House of Craven is a licensed Florida Auction House headquartered in Miami, Florida, and our warehouse is located at 4421 Annette Street, Unit 9, West Palm Beach, Florida 33409, which is the appointment only, pick-up location, unless otherwise specified. All House of Craven sales are governed by our Term and Conditions. Please fully read and review the Terms and Conditions prior to placing any bids. When registering to bid or submitting a Bidder Registration Form you are agreeing to our Terms and Conditions. If you do not understand or agree to these terms and Conditions, do not Register to Bid. Any questions should be directed to [craven@houseofcraven.com](mailto:craven@houseofcraven.com) or by phoning us 305.769.8088.

The following Conditions of Sale are House of Craven's and the Consignor's Agreement with the Buyer relative to the Property listed in the auction Catalogue. The Conditions of Sale, the glossary, and all other contents of the Catalogue are subject to amendment by House of Craven by the posting of notices or by oral announcements made during the sale. All Property is offered by House of Craven as agent for the Consignor unless the Catalogue indicates otherwise. By participating in any sale, the Consignor, Bidder and Buyer agree to be bound by these Terms and Conditions.

Online Catalogues shall be available online and registration can be accepted in advance of the House of Craven Auction. We, however, have the right to refuse accepting Registration at our complete discretion without notifying any reason.

All Property will be offered and sold by House of Craven as agent for the Consignor subject to the following Terms and Conditions:

### BEFORE THE AUCTION.

#### **I. PARTICIPATING IN HOUSE OF CRAVEN AUCTIONS.**

##### **A. REGISTRATION.**

1. If you wish to participate in an Auction, you must register in advance. Without registration, you will not be able to participate in online, written or telephone bidding. Registration is required before 5:00 PM EST the day before the start of the online auction. Further, you must agree that you are eighteen (18) years or older to bid.

##### **B. THERE ARE TWO TYPES OF BIDDING REGISTRATION.**

1. From the House of Craven website, you will need to fill out a registration form and provide personal identification documents. You may complete the application form and send us your identification documents via mail or email. Persons who have registered in advance shall obtain confirmation of their registration.
2. Bidders attending the auction online are required to register with LiveAuctioneers.com; BidSquare.com and/or directly with the House of Craven through our free mobile APP available for download on iOS and



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

Android. House of Craven may require the Bidder to contact our Auction House by telephone to verify Bidder banking information prior to approval. Registered Bidders agree to be fully liable for all bids, including the liability to timely pay in full for any Lot that is the subject of a successful bid submitted by the Bidder in accordance with the Conditions of Sale.

## II. PRE-AUCTION VIEWING.

### A. VIEWING.

1. House of Craven may, at its sole discretion, hold exhibitions (“Viewings”) prior to Auctions to give Prospective “Participants”, “Bidders”, or “Buyers” an opportunity to examine Lots on Wednesday and Thursday from 10:00AM to 2:00 PM, the week of the schedule online auction, or by calling 305.769.8088 to schedule an appointment. Unless otherwise stated in writing, the West Palm Beach, Florida Warehouse, located at 4421 Annette Street, West Palm Beach, Florida 33409, is for the viewing and picking up of auction items.
2. Admission is free, but persons who wish to attend a Viewing may be asked to present identification.
3. We may refuse access to, or demand exit from, Viewings at its discretion without providing a reason. In such cases, speedy compliances shall be expected. The warehouse and regional offices have 24-hour video cameras.
4. Prospective Participants, Bidders or Buyers may observe and examine Lots at Viewings but shall not do any of the following without our prior approval.
  - a) Touch Lots or other exhibit items, walls, or cases;
  - b) Photograph Lots;
  - c) Eat, drink, or smoke;
  - d) Bring animals;
  - e) Bring firearms, weapons and/or ammunition, which are strictly prohibited on the property as a “gun-free zone”; or
  - f) Other actions forbidden by Us.
5. We shall not bear any liability whatsoever concerning the differences in the condition of the Lots between the time of a Viewing and delivery.
6. All items damaged by the Participant during the Pre-auction Viewing are the Participants’ responsibility. The Participant will be required to pay the amount of the intermediate price of the estimates, plus the Buyer’s Premium of thirty percent (30.0%) to the House of Craven.
7. Before the sale, prospective Bidders or their agents should inspect the Property before bidding to determine its condition, size and whether or not it has been repaired or restored. Buyers are responsible for satisfying themselves concerning the condition of the Property and the matters referred to in the Catalogue entry. Condition reports, photos and video or digital images are provided as a courtesy and should not be used as a substitute for viewing the items in person. All statements made in the Catalogue or in the condition report or made orally or in writing elsewhere

HOUSE  
OF CRAVEN

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

are statements of opinion and are not to be relied on as statements of fact. House of Craven and the Consignor assume no risk, liability, or responsibility for the authenticity of the authorship of any Property identified in this Catalogue. All Property is sold “As is, Where is” and neither House of Craven nor the Consignor make any warranties or representations of any kind or nature with respect to the Property, and no statement in the Catalogue or made at the sale, or in the bill of sale or invoice or elsewhere shall be deemed an assumption of liability or warranty or representation as to the description, genuineness, attribution, provenance or condition of the Property. House of Craven and the Consignor make no representations as to whether Buyer acquires any reproduction rights in the Property.

### **B. EXTENT OF LIABILITY FOR CONDITION.**

1. All items are available for examination prior to sale as defined in Section II.A., Page 2: “Viewing”. Bidders are encouraged to examine all items in which they have an interest. House of Craven tries to accurately to describe the items being sold, but all Property offered for sale is strictly “As is, Where is”, and with all faults. It is the Bidder’s responsibility to determine the exact condition and authenticity of each item. No statement whether written or oral, made in the Catalogue, advertisement, invoice, gallery posting, announcement or comment by the auctioneer, or otherwise, shall be deemed to create any warranty or assumption of liability.
2. The absence of a condition statement does not imply that the Lot is in perfect condition or completely free from wear, defect or effects of aging. Many items are of an age or nature, which preclude their being in perfect condition, and we will make reference to damage and/or restoration in the Catalogue or by other means of condition report when we find such defects. We provide this information for guidance only and the description of “being in good condition” or absence of such reference does not imply that an item is free from any defects or restoration nor does a reference to particular defects imply the absence of any others. The condition of the Lots (with or without frame, general condition, defects) described on the Catalogue is not complete. Please note that we are unable to get rid of misprints completely. Prospective Buyers, therefore, are strongly advised to examine personally any Lot in which they are interested at pre-sale Viewing (*See* Section II.A., Page 2: “Viewing”). Prospective Buyers are responsible for satisfying themselves concerning the condition of Lots and the matters referred to in the Catalogue description and making bid on the basis of their own judgment. We will not accept any cancellation of sales contract because of the difference between Catalogue description and real state of the Lot.
3. Unless noted, all items have some amount of acceptable wear, scratches, nicks, etc. Estimates are of market value and are designed to help Buyers gauge what sort of sum might be involved for the purchase of a particular Lot. Estimates do not include the Buyer’s Premium. By bidding, you are

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

entering a contract, and you are agreeing that you have either closely examined the item(s), have chosen not to examine them, or have hired an independent agent to examine the item(s) for you.

4. Lots are sold “As Is, Where Is” and the Buyer agrees to the following:
  - a. All information in the Catalogue concerning authenticity is guaranteed for a period of thirty (30) days from the date of sale. Within that time, prior to payment to the Consignor of the work, the Buyer may submit, at his own expense, an opinion in writing from a recognized expert on the work at issue regarding authenticity. In the event the work is judged inauthentic by the expert, the work may be returned in the same condition as at time of sale and the Buyer’s full purchase price will be refunded. Refunds shall not include costs of transportation, insurance, or other expenses that may have been incurred by the Buyer. It is the Buyer’s responsibility to make payment in a timely fashion such, that the Property can be released and inspected within these thirty (30) day timeframe and sign a nondisclosure agreement (NDA).
  - b. House of Craven is not responsible for any typographical errors, wear on furniture, flakes, surface scratches, or manufacturing flaws in glass or ceramics. No warranty is made regarding the condition of artwork frames.
  - c. No warranty is made regarding the working condition of watches, clocks, electronic or mechanical devices of any sort or that any such item is in working condition or without defects, restorations, or working parts.
  - d. All measurements are approximate. House of Craven makes no warranty that a Buyer acquires any copyright, trademark or reproduction rights as to any Lot purchased.
  - e. In perpetuity, House of Craven owns all images and descriptions and watermarked images. House of Craven reserves the rights to reproduce or sell any image of any Lot sold at auction. Images may not be used without my express written permission of the House of Craven.
  - f. Any use of materials or other commercial exploitation of any kind in the House of Craven’s Catalogue information including, but not limited to: artist, title, size, signature, medium, circa, condition, Catalogue number, provenance, attachment and so on) or images without our permission is strictly prohibited.
  - g. Except as stated herein regarding written authenticity, House of Craven does not accept return of items purchased at auction.
  - h. All Sales are Final.

### III. AUCTION LOTS.

#### A. “SELLER” OR “CONSIGNOR” OBLIGATION TO REPORT THE TRUTH.



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

1. “Seller” or “Consignor” has certified that all items consigned are owned by the “Seller” or “Consignor,” are not stolen or being consigned fraudulently, and that the “Seller” or “Consignor” have the full legal right and authority to sell the consigned items. “Seller” or “Consignor” will hold House of Craven and all of its related entities, agents, employees, officers, and shareholders harmless from any claims to ownership or authentication of items they have consigned, and against all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney’s fees and costs, judgments and penalties (collectively “Liabilities”) arising out of, resulting from, or based upon breach by the Seller of any representation, warranty or covenant made under this Agreement. (See Seller Consignment Agreement, which is available on the website or for a digital copy you may also contact House of Craven via email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com)).
2. The “Seller” or “Consignor” must provide House of Craven with all Catalogue descriptions and information to the best of his/her knowledge.

### **B. LOTS.**

1. House of Craven undertakes the role to sell by Auction, in our own name, works of art and other items (“Lots”) that have passed our screenings and are applied for consignment for sale by Auction to us.
2. Screenings shall be conducted at our discretion, and consignment of Lots may be refused.
3. House of Craven shall not be responsible for publicizing screening standards and methods.

### **C. CONDITION OF OBJECTS.**

1. Because of their nature, Lots are not new, and accordingly, are sold strictly “As is, Where is” condition. We bear no liability whatsoever for Lot stains, damage, or other defects or flaws.
2. All Sales are Final.

### **D. CONDITIONS MAINLY CONCERNING SELLERS.**

1. House of Craven’s Role and Seller’s Commission:
  - a. House of Craven sales at Auction are undertaken as agent, on behalf of the Seller. Calculated by reference to Hammer price, we shall charge a twenty percent (20.0%) Seller’s commission of the Hammer price of each Lot. If an agreement has been made between us and the Seller, the condition takes precedence. Please note that we shall have complete discretion and no obligation to disclose the information as to which persons should be admitted to the online auction, and as to which bids should be accepted since we hold an online auction. (See Seller Consignment Agreement available on the website or for a digital copy you may also contact the House of Craven via email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com)).





# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- b. (“Consignor” or “Seller”) owns the “Property” consigned for auction with the House of Craven (*See* Consignment Agreement, Consignment List on Page 4), which is available on the website. By this Agreement, the Consignor grants House of Craven an exclusive right to sell the Property under the terms of this Agreement. The Consignor agrees to deliver to House of Craven, on consignment, the Property. House of Craven agrees to devote his or her best efforts to the sale of the Property (*See* Consignment Agreement, Consignment List on Page 4). All sales prices and terms of sale shall be determined by House of Craven.
- c. The Auction Consignment Agreement covers all items accepted by House of Craven for sale and identified in the attached list (*See* Consignment Agreement, Consignment List on Page 4).
- d. The Seller further warrants and represents to the House of Craven that: (a) the Seller’s title to the Property, real and personal, is marketable, insurable and free of any and all liens and encumbrances; (b) the Seller has full power, right and authority to enter into this Agreement and convey title to the Property, both real and personal; and (c) the Seller authorizes House of Craven to perform all actions necessary to market and sell the Property listed hereunder and to conduct an Auction.
- e. House of Craven shall have complete discretion as to: (1) the place and date of the sale and the manner, in which the sale is conducted; (2) the description of the items in its Catalogues; (3) obtaining the view of any expert; and (4) the combination, or division, of the items into several Lots as deemed appropriate for sale.
- f. Any appraisal, estimate or statement of House of Craven, or its representatives, concerning the value of any item is a statement of opinion only and may not be relied upon as a prediction of the actual selling price.
- g. With respect to an auction estimate, our specialists will examine a prospective Seller’s Property through the information and photos and estimate the Property based on recent prices realized for similar objects, the current state of the market, rarity, and conditions. We give a prospective Seller a free verbal or written auction estimate via phone or email. If a prospective Seller agrees with our estimate, we will proceed to consignment procedure. Please note that any estimate given, orally or in writing, is a matter of our opinion only at that moment and is not an assurance in relation to the price the work for consignment will eventually fetch.
- h. With respect to “Reserve Price,” Prospective Sellers can set a Reserve Price in United States Dollars (USD), below which the Lots cannot be sold. The consignment commission will be deducted on basis of the Reserve Price from the hammer price. The Reserve Price cannot be set when the lower estimate is below \$500, and it cannot be above our lower estimate. We, however, have the right to refuse the consignment in case of uncompromising discrepancy between our estimate and the desirable selling price requested by a prospective Seller. It is impossible to amend the Reserve Price without our agreement.

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- i. With respect to selling below the Reserve Price, although we will make every effort to sell the Lot above the Reserve Price, if the price is agreed, we shall in no circumstances be liable if bids are not received at the level of the Reserve Price. We, however, shall be entitled to sell the Lot below the Reserve Price. If we do so, we shall be obliged to account to the Seller as if the Hammer price was equal to the Reserve Price by compensating the discrepancy.
- j. With respect to a Consignor's withdrawal of the Lot, after the agreement of consignment, the Seller may not withdraw the consigned Lot from sale without our consent. The Seller must pay \$500, per item, as a cancellation fee to House of Craven. The cancellation will not be accepted until we have received the cancellation fee. If the fee is not received by us by 24 hours before the sale, we shall be entitled to sell your items at the designated auction without a Reserve Price.
- k. With respect to an unsold Lot, if any Lot remains unsold at a designated auction, House of Craven will continue trying to sell the Seller's Property for two (2) weeks as an "AFTER SALE PERIOD" without a Reserve Price. When such "AFTER SALE" finally proves to be unsuccessful, we will consult the Seller whether to withdraw or resell at a future auction or privately. The Seller will bear all costs of packing and shipping in case of an unsold Lot. House of Craven shall offer free storage for fourteen (14) days after the auction in a case of an unsold Lot. Beginning on the fifteenth (15<sup>th</sup>) day, a storage fee of eight dollars (\$8.00 USD), per day, per item will be assessed to the Seller. All unpaid fees will be deducted from the sales price prior to the payment to the consignor within thirty (30) days of the sale. If the item(s) remain for sixty (60) days, they will become the Property of the House of Craven. The item(s) will be sold, without a Reserve Price, and all proceeds or one hundred percent (100%) of the sale will be payable to the House of Craven.
- l. It is the Seller's or Consignor's responsibility to insure the Property during this period. We shall not be liable to pay compensation for damages caused by a natural disaster, flooding, hurricanes, terrorist attack, civil war, mayhem, or other unforeseeable circumstances not attributable to us.

### **NOTE: EXPENSES ARE THE SELLER'S RESPONSIBILITY.**

The Seller will bear all costs relating to:

1. Packing and shipping the Lot to us for sale and from us in case of an unsold Lot.
2. Any applicable insurance from the date of shipping to the settlement of the contract for sale or to the date of returning to the Seller in the case of an unsold Lot.
3. Any examination by external appraisal institution that we believe necessary.



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

4. Any certificate of authenticity or professional appraisal.
  5. Any restoration and/or framing of the Lot.
  6. Storage of the Lot after the auction date. (the daily price is eight dollars (\$8.00 USD), per day, per item).
- m. Any pre-sale auction offers received by the House of Craven in connection with the Property will be submitted to the Seller for Seller's acceptance or rejection, as Seller may determine with the Seller's sole discretion. Any pre-auction sales resulting therefrom will be treated similarly to a Property sold at Auction in terms of applicable compensation payable to the House of Crave hereunder.
- n. If there is no Reserve Price, or the Reserve has been met, the auction may be considered an offer accepted by the highest bidder. Unless otherwise noted in this agreement, the Seller hereby agrees that the Property shall be Auctioned "absolute, without reserve," so that the Seller shall be deemed to have accepted the highest bid, without limiting condition as to the amount of the high bid or other offer of the Buyer.
- o. The commission retained by House of Craven will be twenty percent (20.0%) of the final hammer price unless otherwise agreed upon and stipulated in the fully executed Seller's Consignment Agreement.
- p. All items will be offered without reserve unless otherwise agreed upon and stipulated on the attached list in the Seller's Consignment Agreement, which is available on the website.
- q. Items are considered unsold if the starting price as stipulated on the attached list is not met.
- r. Items are considered unsold if payment is not received from the high bidder.
- s. Unsold items must be picked up within fourteen (14) days of the conclusion of the auction unless they are re-consigned for a future sale by mutual agreement. Storage of the Lot after the auction date. (the daily price is eight dollars (\$8.00 USD), per day, per item).
- t. The consignor is responsible for contacting House of Craven with any changes of address, phone, email, etc.
- u. Consignment checks along with a detailed accounting of the auction results will be processed and mailed within thirty (30) days of the conclusion of an auction.
- v. Unclaimed consignment checks are void after ninety (90) days.

### **E. PROCEEDS OF SALES.**

- a. Consignor will pay to House of Craven a portion of the sales proceeds which shall be calculated as follows: twenty percent (20.0%) of the proceeds from the final hammer price of the sale of the Property. The amount determined in the previous sentence shall be paid to the House of Craven. With each net proceeds payment, House of Craven will submit to the Consignor a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of the current inventory.



**HOUSE OF CRAVEN**  
*TERMS AND CONDITIONS*

**F. RECORDS.**

- a. House of Craven shall keep accurate records regarding the quantities of the items that are sold. The Consignor shall have the right to inspect such records from time-to-time after providing reasonable notice of such intent to House of Craven.

**G. TITLE TO MERCHANDISE.**

- a. Consigned merchandise shall remain the Property of House of Craven until sold. If the item(s) remain for sixty (60) days, they will become the Property of the House of Craven.

**H. LOSS AND INSURANCE.**

- a. It is the Seller's or Consignor's responsibility to insure the Property. It is the Buyer's responsibility to insure the Property with a third-party shipper.

**I. PAYROLL TAXES.**

- a. House of Craven shall be exclusively liable for and shall indemnify the Consignor against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by House of Craven in connection with the performance of this Agreement.

**J. DEFAULTS.**

- a. If House of Craven fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to the Consignor within thirty (30 days of the Auction), the Consignor shall have the option to cancel this Agreement by providing ten (10) days written notice to House of Craven. House of Craven shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default if such corrective action is taken before the end of the period stated in the previous sentence, and if there are no other defaults during such period.

**K. DISPUTE RESOLUTION.**

- a. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

### **L. WARRANTIES.**

- a. Neither party makes any warranties concerning the use, sale, or other transfer of the Property by the other party or by any third-party. In no event will House of Craven be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

### **M. TRANSFER OF RIGHTS.**

- a. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

### **N. ONLINE CATALOGUE.**

1. An online Catalogue will be created for viewing auction listings on LiveAuctioneers.com; BidSquare.com; through the House of Craven mobile APP available for free download on iOS and Android; and a Catalogue will be posted on the website each time an auction is held that lists all items and the details. LINK: <https://bid.houseofcraven.com/>.
  - a. Illustrations in Catalogues are to be used for reference purposes only and are not an accurate representation of Lot characteristics such as color, shape, and condition.
  - b. Descriptions and explanations stated in Catalogues (including the artist's name, title, materials, restoration work, signature, size, year and place of production, appraisal, provenance, and literature) are provided by us and are included only as a reference for Prospective Bidders or Buyers.
  - c. A price estimate indicated in Catalogues do not include our Premium (excluding tax). It is a price that we believe to be appropriate based on the current market for the Lot and other factors. These estimates do not bind the actual auction sale prices.
  - d. Prospective Bidders or Buyers shall, by themselves or through their agents or representatives, bid on Lots base on their own judgment and at their own responsibility. We shall not bear any liability whatsoever regarding the information in Catalogues, including illustrations and descriptions, except when otherwise expressly stated in these Conditions of Auction.
2. Changes in Catalogue Entries.
  - a. Descriptions and explanations in Catalogues are subject to change without notice. Such changes may be communicated by written postings at our website or orally by an auctioneer immediately prior to the commencement of the Auction.
3. Editing Catalogue and Copyright.
  - a. We shall have the complete discretion regarding photograph, description, how to arrange coverage for the Lot, numbering and listing order of the Lot in Catalogue and have the right to use them in whatever way we see it. No Sellers can be allowed to inspect them in advance.

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- b. The copyright in all photographs, illustrations and descriptions in Catalogue is and remain at all times our Property and shall not be used by anyone without our prior permission.
4. Estimate Price.
  - a. Our Estimate Price is merely our opinion based on the current market conditions and other factors of the Lot. It should not be relied on as a statement that this price is either the price at which the Lot will sell or its value for any other purpose.
5. We shall not release the Sale Consignor's name or the Reserve Price. However, this shall not apply when we decide, at our discretion, to release this information with the consent of the Sale Consignor.
6. Auctions shall be conducted in the order of the Lot numbers described in the Catalogue. However, we may, without prior notice, withdraw planned Lots from an Auction, divide multiple Lots with the same Lot Numbers into a single Lot for Auction, at our sole discretion.
7. Auctions shall be conducted at the discretion of the Auctioneer who shall determine the opening bid and the bid increment. Even if a Reserve Price is set, the opening bid shall not be bound by the Reserve Price, and the final sale price may be above or below the Reserve Price.

### DURING THE AUCTION.

#### IV. BIDDING AND THE BUYER'S PREMIUM.

##### A. BID PER LOT.

1. Unless otherwise announced by the Auctioneer, all bids are per Lot as numbered in the Catalogue.
2. Our Auction takes place on our own auction room or premises over which we have complete control for the sale. We have the right, at our absolute discretion and without notifying any reason, to refuse to allow any person to participate in our auction and to refuse admission to our premises. House of Craven shall have right to make sound and visual recordings of the auction room for preventing problems and auction room maintenance.
3. 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.
4. We shall not release the Sale Consignor's name or the Reserve Price. However, this shall not apply when we decide, at our discretion, to release this information with the written consent of the Sale Consignor.
5. Auctions shall be conducted in the order of the Lot numbers described in the Catalogue. However, we may, without prior notice, withdraw planned Lots

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- from an Auction, divide multiple Lots with the same Lot Numbers into a single Lot for Auction, at our sole discretion.
6. Auctions shall be conducted at the discretion of the Auctioneer who shall determine the opening bid and the bid increment. Even if a Reserve Price is set, the opening bid shall not be bound by the Reserve Price, and the final sale price may be above or below the Reserve Price.
  7. Multiple persons under the same account name shall not jointly make bids.
- B.** With respect to audio, video or digital images or recordings, at some auctions, a video or digital screen may be used. House of Craven is not liable for any errors in the operation or quality of the image presented.
- C.** If there are several bids that exceed the estimates due to pre-bidding, the competition may start at a price that is within or above the minimum, maximum or maximum of the estimates.
- D.** Bids shall be deemed void in the following circumstances:
1. If a higher bid is made (including bids made by us on behalf of Prospective Bidders or Buyers);
  2. If an Auctioneer refuses to accept a bid;
  3. If the bidding ends without reaching the Reserve Price; or
  4. If the Auction is suspended.
- E.** An Auctioneer shall call out the highest bid price recognized and accepted by the Auctioneer three or more times and shall then strike the hammer. When the Auctioneer strikes the hammer, a purchase and sale contract is formed between the person (if the person is an agent or a representative, its principal who is a Prospective Buyer (the same shall apply hereafter)) with the highest bid (“Successful Bidder”) and us for purchase of the Lot at that price (“Successful Bid Price”).
- F.** If the Prospective Buyer, etc. who made the highest bid withdraws the bid before the Auctioneer strikes the hammer, the Auctioneer may, at its discretion, designate the person who submitted the highest bid as the Successful Bidder or may designate the person who submitted the next highest bid as the Successful Bidder.
- G.** In the event of a dispute concerning the Auction, an Auctioneer may, at its discretion, resolve the dispute, and all concerned parties must comply with the decision of the Auctioneer.
- H.** With respect to online bids, House of Craven will use reasonable efforts to carry out online bids, however House of Craven is not responsible for equipment failure, inability to access the Internet or software malfunctions related to the execution of online bids.
- I.** With respect to successful online bids, a Buyer’s Premium of thirty percent (30%) of the successful bid price will be added to all Lots and is payable by the Buyer as part of the total purchase price on Lots in sale. All bids must be secured with a credit card number.
- J.** With respect to bidding as a Principal, any Bidder making a bid accepts personal liability to pay the purchase price, including the Buyer’s Premium of thirty percent (30.0%); current Florida sales tax of seven percent (7.0%) or other applicable State sales tax; a surcharge of three percent (3.0%); credit card or transaction processing fees; and shipping and insurance. Deliveries outside the State of Florida may be subject to the compensating use tax of another state and, where a duty of collection is imposed



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

upon them by law, House of Craven will require payment of such taxes. All bids must be secured with a credit card number.

- K.** With respect to phone bids, arrangements for telephone bidding can be made by completing and submitting the Absentee or Telephone Bid Form by 5:00 PM EST the day prior to sale day. Please read the Terms and Conditions on page 2 of that form. This form can be found on the website, [www.houseofcraven.com](http://www.houseofcraven.com), or obtained by emailing ([craven@houseofcraven.com](mailto:craven@houseofcraven.com)) or calling our office: 305.769.8088. All bids must be secured with a credit card number. All telephone bids will be executed in a fair, competitive and confidential manner. House of Craven will make all reasonable effort to contact the Bidder prior to the sale of the Lot to the Bidder. House of Craven accepts no liability for the failure to reach the Bidder or for any errors or omissions in connection with phone bids. Any Bidder making a bid accepts personal liability to pay the purchase price, including the Buyer's Premium of thirty percent (30.0%); current Florida sales tax of seven percent (7.0%) or other applicable State sales tax; a surcharge of three percent (3.0%); credit card or transaction processing fees; and shipping and insurance. Deliveries outside the State of Florida may be subject to the compensating use tax of another state and, where a duty of collection is imposed upon them by law, House of Craven will require payment of such taxes. All bids must be secured with a credit card number.
- L.** With respect to absentee bids, arrangements for absentee bidding can be made by completing and submitting the Absentee Bid Form by 5:00 PM EST the day prior to sale day. This form can be found on the website, [www.houseofcraven.com](http://www.houseofcraven.com), or obtained by emailing ([craven@houseofcraven.com](mailto:craven@houseofcraven.com)) or calling our office: 305.769.8088. All bids must be secured with a credit card number. As a convenience to Bidders who cannot attend a sale online, House of Craven will, if so instructed, execute written bids on their behalf, without additional cost. If House of Craven receives written bids on a particular Lot for identical amounts, and at the auction these are the highest bids on the Lot, it will be sold to the person whose written bid was received and accepted first. House of Craven is not responsible for errors or failure to execute the written bid or for errors or omissions in connection with the written bid. Lots are bought for Absentee Bidders at the lowest possible price (which may be below the written bid price) subject to other bids or reserves. All Absentee Bids will be executed in a fair, competitive and confidential manner. While every effort is made to execute and honor absentee bids, House of Craven is not responsible for failure to execute a bid and is not liable for any losses incurred as a result of failure to execute absentee bids. Any Bidder making a bid accepts personal liability to pay the purchase price, including the Buyer's Premium of thirty percent (30.0%); current Florida sales tax of seven percent (7.0%) or other applicable State sales tax; a surcharge of three percent (3.0%); credit card or transaction processing fees; and shipping and insurance. Deliveries outside the State of Florida may be subject to the compensating use tax of another state and, where a duty of collection is imposed upon them by law, House of Craven will require payment of such taxes. All bids must be secured with a credit card number.
- M.** With respect to bidding, the House of Craven reserves the right to reject a bid from any Bidder. The Auctioneer has the right to split any bidding increment and to advance the bidding in any manner as the auctioneer may decide. The highest Bidder acknowledged



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- by the auctioneer shall be the Buyer. In the event of any dispute between Bidders, the auctioneer shall have sole and final discretion either to determine the successful Bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, the sale record of House of Craven shall be conclusive in all respects.
- N.** If the Auctioneer determines that any opening bid is not commensurate with the value of the article offered, the auctioneer may reject the same and withdraw the article from the sale. If having accepted an opening bid, the auctioneer decides that any advance thereafter is not of sufficient amount, the Auctioneer may reject the advance. The auctioneer may, in his sole discretion, refuse any bid, advance the bidding or withdraw any Lot. In the case of an error or dispute during or after the auction the Auctioneer may in his sole discretion determine the successful Bidder, continue the bidding, cancel the sale or re-offer the item in dispute. In the event of a dispute after the sale, House of Craven record is conclusive and binding on all parties. House of Craven reserves the right to withdraw any Property before sale and shall have no liability for such withdrawal.
- O.** With respect to Reserve Prices, some Lots in the auction are subject to a Reserve Price or a confidential minimum sale price requested by the Seller. Lots with a Reserve Price will be marked “Reserve” in the listing description. If the Reserve Price is not met, the item will be “Passed” or remain unsold.
- P.** With respect to the Buyer’s Premium, all Successful Online, Phone, Absentee Bids, and In-House Bids and for all private sales, a premium of thirty percent (30.0%) of the successful bid price will be added to all Lots and is payable by the Buyer as part of the total purchase price on all Lots.
- Q.** The “Winning Bid” or “Successful Bid” is the highest bid acknowledged by the auctioneer. In the event of a tie bid, the winning bid will be determined by the auctioneer in his sole discretion. A dispute between Bidders will be determined by the auctioneer, in his sole discretion, to determine the successful Bidder or to re-offer the item. In the event of a dispute after the sale, House of Craven’s record is conclusive. Title passes upon auctioneer’s acknowledgment of the winning Bidder subject to the Terms and Conditions as set for the herein and the winning Bidder assumes full risk and responsibility thereafter. Further, with respect to Successful Bids, on the fall of the auctioneer’s hammer, title to the offered Lot will pass from Consignor to the highest Bidder acknowledged by the auctioneer, subject to all the Conditions of Sale set forth herein, and such Bidder: (a) assumes full risk and responsibility; and therefore, (b) if requested will sign a confirmation of purchase and (c) will pay the purchase price in full or such part as House of Craven may require for all Lots purchased.
- R.** Item ownership is conveyed immediately following the fall of the auctioneer’s hammer. While we always try to store all items with great care, House of Craven will not assume liability for any loss or damage to an item after the hammer has fallen.

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

### AFTER THE AUCTION.

#### V. **BIDDING AND THE BUYER'S PREMIUM.**

- A. Buyer's Premium:** In addition to the hammer price, the Buyer agrees to pay House of Craven a Buyer's Premium of thirty percent (30.0%); current Florida sales tax of seven percent (7.0%) or other applicable State sales tax; a surcharge of three percent (3.0%); credit card or transaction processing fees; and shipping and insurance. Please refer to the individual site Terms and Conditions for additional premium charges and please refer to the Shipping Partnership section as the Buyer is responsible for shipping and insurance.
- B.** A Successful Bidder's invoice from House of Craven will be issued twenty-four (24) hours after the auction and will reflect the Buyer's Premium of thirty percent (30.0%); current Florida sales tax of seven percent (7.0%) or other applicable State sales tax; a surcharge of three percent (3.0%); credit card or transaction processing fees. The Buyer is responsible for shipping and insurance.
- C.** Payment is due within a specified timeframe of three (3) calendar days after the auction contacts you. Bidder credit cards may be charged three (3) calendar days after an invoice has been sent. Items are considered unsold if payment is not received from the Successful Bidder within thirty (30) days, and the sale will be canceled, and the Buyer will be deemed a "non-performing Bidder". Further, failure to pay will result in the House of Craven filing a dispute with LiveAuctioneers, LLC; BidSquare.com; or any other third-party platform, including our own mobile APP and/or website, which could result in a Suspended Bidder Account.
- D.** 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.
1. Buy Now, Pay Later: AfterPay; Affirm; Klarna; ART Money; or Wells Fargo Jewelry Advantage Credit Card
  2. Cryptocurrencies Payment Providers: Coinbase; BitPay; and PayPal.
  3. ART Money - Art Money Interest Free enables you to enjoy the art you love today and pay over 10 monthly payments, interest-free, when purchasing from House of Craven. House of Craven pays a commission to Art Money, enabling the interest-free business model.
- E.** All items purchased via Absentee Bid must be paid for within three (3) calendar days of the sale date. If a Buyer fails to contact House of Craven within three (3) calendar days following the sale, the credit card used to secure the bid will be charged the amount of the invoice. If paying by certified check, House of Craven reserves the right to hold the item until the check has cleared. In addition, items may be paid for with a properly authorized Visa, Discover, American Express and/or MasterCard. Buyer agrees to pay House of Craven a handling fee of \$50.00 for any check dishonored by the Buyer's bank. For credit card payments, please contact us: 305.769.8088. Pay online via the "PAY NOW" button on the invoice. Zelle to 305.769.8088 or [craven@houseofcraven.com](mailto:craven@houseofcraven.com). Any invoices over \$5,000



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

USD must be paid by either check, money order, bank issued checks or wire transfers, NO EXCEPTIONS. Wire transfer information can be requested via email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com).

- F.** Please refer to the Terms and Conditions of LiveAuctioneers, LLC, on their website, which governs the provision of LiveAuctioneers Services by Live Auctioneers, LLC and its affiliates and subsidiaries (collectively, “LiveAuctioneers”). According to LiveAuctioneers, LLC, if a Bidder receives two or more disputes on their account, they will be suspended and lose their ability to participate in any online live auctions through LiveAuctioneers.com.
- G.** Once a Buyer or Bidder has been suspended:
1. Status is immediately changed to “Suspended” for all auctions in which the Bidder or Buyer is registered;
  2. Bidder or Buyer is notified via e-mail and in the ‘My Profile’ section of their account; and
  3. All pending absentee bids will remain unsent and in pending status until all disputes have been resolved.
- H.** If the Buyer does not make full payment for the purchase within the time required, House of Craven is authorized in their absolute and sole discretion to exercise one or more of the following remedies, in addition to other remedies available to House of Craven and the Consignor by law: House of Craven is authorized to: (a) hold the Buyer liable for the total purchase price; (b) cancel the sale, retaining as liquidated damages all payments made by the Buyer; (c) resell the Property at public auction or private sale with terms that House of Craven deems appropriate; (d) to resell the Property at public auction without reserve and the Buyer shall be liable for any deficiency, cost, handling charges and the expenses of both sales and the commissions of both sales; (e) to offset the full purchase price against an amount owed by House of Craven to the Buyer; (f) to not allow any bids at any upcoming auctions by or on behalf of the Buyer; and (h) to take other actions as House of Craven find necessary and appropriate. The Buyer grants House of Craven a security interest in any Property in House of Craven’s possession which is owned by such Buyer and House of Craven is authorized to hold such Property as collateral security for such Buyer’s obligations. Buyer shall be liable to House of Craven for all other charges incurred as a result of Buyer’s non-payment, including attorney fees, expenses, and incidental damages. As between House of Craven and Consignor, if the successful Bidder does not pay for the Property, collection procedures shall be responsibility of the Consignor and not House of Craven.
- I.** 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<sup>th</sup>) 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.



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- J.** Unless exempted by law from the payment thereof, the Buyer will be required to pay Miami-Dade County, Florida retail sales taxes at a rate of 7.0%, or any taxes that are applicable at this date, including any federal luxury or other tax. Unless exemption from such taxes is established to the satisfaction of House of Craven, any Buyer claiming an exemption will be required to pay the tax to House of Craven and seek a refund from the state. Deliveries outside the State of Florida may be subject to the compensating use tax of another state and, where a duty of collection is imposed upon them by law, House of Craven will require payment of such taxes.
- K.** House of Craven acts only as an agent for the Consignor and in no event shall be liable for any breach or default by the Consignor or any representation made by Consignor to House of Craven.

### **VI. PACKAGING | SHIPPING | INSURANCE.**

- A.** Shipping arrangements are the Buyer's responsibility and expense. If needed, a list of shippers is available on our website, in these terms and conditions or from House of Craven. House of Craven will not be responsible for the acts or omissions of third-party packers or shippers whether or not referred by House of Craven. Please contact them directly for shipping quotes and additional information and include the Lot or Item number; dimensions; shipping address; and a picture of the item from the listing. The turnaround time for a quote is usually 24-48 hours but varies by shipping vendor.
- B.** House of Craven is not responsible for damage or breakage which may occur during packing and handling and shipping by your chosen shipper and/or packer of your purchased Lots, whether or not recommended by House of Craven.
- C.** Handling, packing and shipping of purchased Lots is at the entire expense and risk of the Buyer and all claims should be filed with your chosen shipper/packer. The Buyer is responsible for insurance.
- D.** Items not picked up within seven (7) calendar days will be placed in storage at a fee of eight dollars (\$8.00 USD), per item, per day.
- E.** Upon receipt of payment, the Buyer may arrange to pick up your purchase or have them shipped through a third-party. To schedule an appointment, please email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com). The Buyer is required to sign a release form for the pick-up of the item(s), which can be found on the website. House of Craven may request to confirm the identity by recording and verifying a Drives License or Passport.
- F.** All international customs, duties, and other tariffs are the responsibility of the Buyer. House of Craven and all third-party shippers will declare the selling price as the value in all cases.
- G.** In the event a purchased item cannot be delivered in the same condition as of the time of sale due to damage, theft, loss or mis-delivery, House of Craven shall not be liable for any amount in excess of that paid by the Buyer. We shall not be liable to pay compensation for damages caused by a natural disaster, terrorist attack, civil war, mayhem, or other unforeseeable circumstances not attributable to us.

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

### VII. SHIPPING.

- A. House of Craven does NOT offer or manage shipping. However, House of Craven does keep an updated list of preferred shipping partners based on our own experiences and positive feedback from our clients, which is solely for informational purposes. Please contact a third-party shipper directly for shipping quotes and additional information:
- 1. Acknowledgment of Third-Party Shipping Services:** The Parties acknowledge that the Buyer will utilize third-party shipping services to facilitate the delivery of purchased items within thirty (30) days of auction date.
  - 2. Waiver of Liability:** The Buyer hereby waives and releases House of Craven from any liability arising from shipping issues, delays, or damages incurred during the transportation of the purchased item. This includes, but is not limited to, delays caused by carriers, customs procedures, weather condition, natural disaster, and any other unforeseen circumstances beyond the control of House of Craven.
  - 3. No Responsibility for Third-Party Actions:** House of Craven shall not be held responsible for the actions or omissions of third-party shipping carriers, agents, or intermediaries involved in the transportation of the purchased item including lost, damaged, or stolen items.
  - 4. Claims and Disputes:** In the event of shipping issues, delays, or damages, the Buyer agrees to address such matters directly with the relevant shipping carrier. House of Craven may provide reasonable assistance in facilitating communications between the Buyer and the carrier, but the ultimate resolution of such matters lies between the Buyer and the carrier.
- B. The Buyer may choose to consider insuring each item through a third-party shipping company or third-party insurance company.

### SHIPPING PARTNERSHIPS.

As the Buyer of auction items, you have the flexibility to choose the shipping vendor based on your preferences and research. This means you can consider factors such as shipping speed, reliability, and cost when selecting a shipping provider. It's a common practice for buyers to explore different shipping options to find the most suitable one for their needs. Please note, the following are shippers House of Craven has had past success. It is the responsibility of the buyer and shipper to complete the transaction and liability for the items is transferred to the buyer and shipper once the item is collected from House of Craven.

Here are a few steps you might consider when choosing a shipping vendor:

- 1. Research Shipping Providers:**
  - Look into various shipping companies and carriers.
  - Compare their services, rates, and delivery times.
- 2. Consider Your Location and Item Size:**



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

- Some shipping providers may be more efficient or cost-effective for certain regions.
  - Consider the size and weight of the auction items, as this can impact shipping costs.
- 3. Check for Shipping Insurance:**
- Verify if the shipping provider offers insurance coverage for the value of the items being shipped.
- 4. Read Reviews:**
- Look for customer reviews and feedback about the shipping providers you are considering as a gauge for their reliability and customer satisfaction.
- 5. Contact the House of Craven:**
- Communicate with the House of Craven to confirm any specific shipping requirements or recommendations we might have.
- 6. Track Shipments:**
- Choose a shipping vendor that provides tracking information, so you can monitor the progress of your shipment.
- 7. Consider Customs and International Shipping:**
- If the items are being shipped internationally, be aware of customs regulations and choose a shipping vendor experienced in international shipping and knowledge of any additional value-added tax, or VAT.
- 8. Verify Shipping Costs:**
- Ensure that you are aware of the total shipping costs, including any potential additional fees or taxes.

By taking these steps, you can make an informed decision about the shipping vendor that best aligns with your needs and preferences as the buyer of auction items.

### **VIII. FINAL SALES | RETURN POLICY.**

All Sales are Final. No refund(s) will be issued. Any questions, prior to the start of an auction, and the return policy, should be directed to House of Craven via email at [craven@houseofcraven.com](mailto:craven@houseofcraven.com).

### **IX. SCOPE OF LIABILITY.**

- A. Limited Right of Rescission.** If within twenty-one (21) days of the sale of any Lot, the Buyer gives notice in writing to House of Craven alleging that the identification of authorship (as defined in the Catalogue Glossary and set forth in the heading in quotation marks in the auction Catalogue) of such Lot as set forth in the Catalogue description of such Lot (as amended by any written notices or verbal announcements during the sale) is not substantially correct based on a fair reading of the Catalogue, and (b) if within fourteen (14) days of such notice the Buyer returns the Lot to House of Craven in the same condition as when sold, and (c) establishes the written allegations to House of Craven's satisfaction (including by providing one or more written opinions by recognized experts in the field, as House

# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

of Craven may reasonably require), then the sale will be rescinded with only the purchase price and Buyer's premium refunded after a Non-Disclosure Agreement (NDA) has been fully executed by all parties. No reimbursement shall be made for any shipping costs incurred. If, prior to receiving such notice from the original Buyer alleging such defect, House of Craven has paid the Consignor monies owed to him in connection with this sale, House of Craven agrees to refund only the Buyer's premium and applicable sales taxes paid. Consignor agrees to refund any payments made to Consignor for such Property. In the event the Consignor refuses to refund the payments, House of Craven may disclose the identity of the Consignor and assign to Buyer House of Craven's rights against the Consignor with respect to the Lot the sale of which is sought to be rescinded. Upon such disclosure and assignment, any liability of House of Craven as Consignor's agent with respect to the said Lot shall automatically terminate.

- B. Limitation of Liability.** We shall in no way be liable for any accidents to the Lot (including destruction, loss, theft, damage, or soiling) after the time of delivery (which shall mean the time at which we deliver the Lot to the Successful Bidder, to his agent or messenger, or to a carrier at us). Furthermore, we shall not be liable for accidents even when we select the shipping company or packages the Lot in accordance with the Successful Bidder's wishes pursuant to instructions in the Shipping Instruction Form, regardless of the suitability of the shipping company or packaging. The Successful Bidder shall under its own responsibility and at its own expense insure the delivery of the Lot and packaging, shipping and handling. If, for any reason a purchased Lot cannot be delivered in the same condition as at the time of sale, or should any purchased Lot be stolen, mis-delivered or lost prior to delivery, House of Craven shall not be liable for any amount in excess of that paid by the Buyer. For any electrical items, House of Craven neither expresses nor implies a warranty as to the functionality or the safety of the item.
- C. Governing Law and Jurisdiction.** The Conditions of Sale, as well as the Buyer's, Consignor's and House of Craven's respective rights and obligations shall be governed, construed and enforced in accordance with the laws of the State of Florida. All persons participating in any auction sale, whether as Bidder or consignor, whether present in person or by agent, or by Absentee Bid, Order Bid, Telephone Bid, Internet or other means, consent to the exclusive jurisdiction of the state courts located in Miami-Dade County, Florida, and if applicable, of the federal court located in Miami, Florida (United States District Court for the Southern District of Florida).
- D. Severability.** If any part of the Conditions of Sale is found by any Court to be invalid, illegal or unenforceable, that part shall be discounted, and the rest of the conditions shall continue to be valid to the fullest extent of the law.
- E. Remedies Under the Law.**
1. When Consignors, Sellers, Participants, Bidders or Buyers use threatening action or statements, or violent acts and behaviors in connection with any transaction between the parties, House of Craven will seek all available remedies under the law.



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

2. When Consignors, Sellers, Participants, Bidders or Buyers use of libelous, harassing, abusive, obscene, vulgar, sexually explicit or inappropriate language with respect to race, gender, sexuality, ethnicity or other intrinsic characteristic or that contain false or misleading statements, House of Craven will seek all available remedies under the law.
3. If we determine that there are any other unavoidable reasons listed above, we may discontinue its transactions with any person who falls under such circumstances and may refuse further transactions.

NOTE: Condition reports, photos and video or digital images are provided as a courtesy and should not be used as a substitute for viewing the items in person. All items are sold “As is, Where is” in accordance with the Conditions of Sale.

### **X. PRIVACY POLICY.**

- A. **Privacy Policy.** By participating in any sale, the Consignor, Bidder and Buyer confirm that they have read and agree to HOUSE OF CRAVEN’s Privacy Policy, which can be found in the footer of every page of the HOUSE OF CRAVEN website.

### **XI. PRIVACY POLICY FOR THE MOBILE APP.**

- A. **Privacy Policy.** By participating in any sale, the Consignor, Bidder and Buyer confirm that they have read and agree to HOUSE OF CRAVEN’s Privacy Policy for the Mobile APP, which can be found in the footer of every page of the HOUSE OF CRAVEN website. The mobile APP is free and available for download on iOS and Android.

### **XII. LEGAL.**

- A. For legal, business or licensing inquiries, you can contact the Registered Agent (RA) and Attorney of Record:

Michael W. Davey, Esq.  
GRANADOS | DAVEY | ALWINE, LLP  
Registered Agent and Attorney  
C/O: Mine Run Holdings, LLC (D/B/A: House of Craven)  
240 Crandon Blvd., STE 263  
Key Biscayne, FL 33149

[www.granadosdavey.com](http://www.granadosdavey.com)

- B. For legal, business or licensing inquiries, you can contact the authorized individual on behalf of the South Carolina Registered Agent (RA) and Attorney of Record:

David Roberts  
South Carolina Registered Agents, LLC



# HOUSE OF CRAVEN

## TERMS AND CONDITIONS

6650 Rivers Ave., Suite 100  
Charleston, SC 29406

O: 843.414.9661  
E: [agent@southcarolinaregisteredagent.com](mailto:agent@southcarolinaregisteredagent.com)

### CHANGES TO THE TERMS AND CONDITIONS.

We may update Our Terms and Conditions from time-to-time. We will notify You of any changes by posting the new Terms and Conditions on our website.

We will let You know via email and/or a prominent notice on our website, when the change becomes effective and update the “Last updated” date at the top of our Terms and Conditions.

You are advised to review this Privacy Policy periodically for any changes. Changes to the Terms and Conditions are effective when they are posted on this page.

### CONTACT US

If you have any questions about the Terms and Conditions, You can contact us:

- By email: [craven@houseofcraven.com](mailto:craven@houseofcraven.com)
- Office: 305.769.8088
- Website: [www.houseofcraven.com](http://www.houseofcraven.com)

House of Craven is a licensed Florida Auction House headquartered in Miami, Florida, and our warehouse is located at 4421 Annette Street, Unit 9, West Palm Beach, Florida 33409.

Jennifer N. Higgins, Auctioneer  
FL Auction License Number: AU5441  
FL Auction Business License Number: AB4103

In 2024, House of Craven will be expanding to South Carolina.  
SC Auction License Number: 4915  
SC Auction Business License Number: 4246 (Auction Firm)

Learn more:  
[www.houseofcraven.com](http://www.houseofcraven.com)

**HOUSE OF CRAVEN | TERMS AND CONDITIONS**

**END.**