

# ANDREW JONES AUCTIONS

## AUCTIONEERS & APPRAISERS

### Conditions of Sale

#### Conditions of Sale

By bidding at auction, whether present in person or by agent, by absentee bid, telephone, internet or other means, the buyer agrees to be bound by these Conditions of Sale.

1. Unless otherwise indicated, Andrew Jones Auctions, is acting as an agent for the seller (consignor).
2. The 'bid price' refers to the highest bid acknowledged by the auctioneer. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid, to advance the bidding at his or her absolute discretion and in the event of any dispute between bidders to determine the successful bidder or to reoffer and resell the lot in dispute. If any dispute arises after the sale, Andrew Jones Auctions sale record shall be conclusive in all respects.
3. The 'purchase price' is the sum of the final bid (hammer price) plus the buyer's premium and applicable sales tax, unless the buyer is exempt by law from such taxes. The buyer's premium per lot is 25% on the first \$500,000; 18% on the amount between \$500,001 and \$2,000,000; 12% on any amount above \$2,000,000. Bidders using online bidding platforms will be subject to an additional 5% premium.
4. Payment must be received by Andrew Jones Auctions within three business days following the auction. We accept cash, bank wire transfers, checks and credit cards. All payments made by personal check will be subject to clearance before purchases can be collected. Buyers who have not purchased from Andrew Jones Auctions previously will be asked to provide photo identification, method of payment and/or financial references prior to the auction. Buyers outside of the United States must submit payment via wire transfer.
5. Buyers shall not take possession of any lot until all amounts due to Andrew Jones Auctions have been paid in full. After payment has cleared, packing material and loading assistance are provided free of charge. Please note that this assistance is offered as a courtesy to our clients, however, Andrew Jones Auctions will not be held liable for damage to property, regardless of cause, during this service.
6. All lots must be removed within fifteen days of the date of the auction or storage charges of \$10/day will be charged for each lot, or property will be sent to offsite storage at the buyer's expense. If property is not collected within ninety days, it will be considered abandoned and Andrew Jones Auctions reserves the right to retain any payments made and to sell the property in order to recover storage fees.
7. Andrew Jones Auctions does not have in-house shipping services; however, we can provide you with information on third-party shippers for you to contact directly. Andrew Jones Auctions is not responsible for the services provided by third-party shippers.
8. Upon fall of the hammer, title to any offered lot will immediately pass to the highest bidder, subject to compliance by the buyer with these Conditions of Sale. The buyer assumes full risk and responsibility of the property sold, agrees to sign any requested confirmation of purchase and agrees to pay the full purchase price.
9. We reserve the right to withdraw, postpone or cancel any lot or sale before or during the auction for any reason.
10. No lot may be transferred.
11. All property is sold AS-IS. Andrew Jones Auctions, its agents, employees and the consignor, make no warranty or guarantee of title, merchantability or fitness for a particular purpose, or other warranty or representation regarding the description, authenticity, attribution, period, culture, source, origin, provenance, age, size or condition.
12. Andrew Jones Auctions offers absentee, telephone and internet bidding as a convenience to clients and does not accept responsibility for errors or failure to execute bids for any reason. Internet bidding is offered through third-party online bidding platforms.
13. Unless otherwise stated, lots offered may be subject to a reserve. The reserve is a price that we cannot sell an item below. This price is confidential between Andrew Jones Auctions and the seller. By law, the reserve cannot exceed the low estimate of any given lot. The auctioneer will protect the reserve on behalf of the seller by opening bidding or advancing bidding until reaching the reserve.
14. The copyright on all images, illustrations, digital images and text of any catalog produced by Andrew Jones Auctions are the property of Andrew Jones Auctions. You will not reproduce such text, photographs, illustrations or digital images without our prior written consent.
15. In the event that delivery cannot be made to the buyer because of loss due to fire, theft or any other reason, or a sale cannot be completed, our liability will be limited to the purchase price.
16. Condition reports are offered as a courtesy to our clients and are a statement of opinion and should not be treated as a statement of fact. Andrew Jones Auctions is not responsible for any error or omission. The absence of a condition report on an item does not imply the lot is in perfect condition or free from typical wear or effects commensurate with age. Buyers are responsible for determining to their own satisfaction the condition of any lot prior to bidding.
17. The respective rights and obligations of the parties with respect to these Conditions of Sale and the conduct of the auction shall be governed by and construed, interpreted, applied and enforced in accordance with the laws of the State of California. By bidding at auction, be it in person or by agent, absentee bid, telephone, internet or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of California.