1. Conditions of Sale The following Conditions of Sale are Ark Auctions, Inc. and the Consignors agreement with the Buyer relative to the property listed in the auction catalog. The Conditions of Sale, the glossary, and all other contents of the catalog are subject to amendment by Ark Auctions, Inc. by the posting of notices or by oral announcements made during the sale. All property is offered by Ark Auctions, Inc. as agent for the Consignor unless the catalog indicates otherwise. By participating in any sale the Consignor, Bidder and Buyer agree to be bound by these terms and conditions. 2. Bidders attending the auction are required to sign a bid confirmation card upon Registration and will not be permitted to take delivery of purchases until their checks have cleared unless they have previously established credit or made payment arrangements. A premium equal to 25% of the successful bid price will be added to all lots, and is payable by the buyers, as part of the total purchase price. 3. As a convenience to clients who cannot attend a sale in person, Ark Auctions, Inc. will, if so instructed, execute written order bids on their behalf, without additional cost. Order bidders should use the "Bid Form" provided in the catalog and note the terms and designations printed on each. "Order Bids" along with " Telephone Bids," Ark Auctions, Inc. will not be responsible for errors or failure to execute bids. 4. Lots are bought for order bidders at the lowest possible price (which may be below the order bid price) subject to other bids and reserves. For further information call the gallery, (561) 608-0639. 5. 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 catalog 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 catalog or in the condition report or made orally or in writing elsewhere are statements of opinion and are not to be relied on as statements of fact. Except as set forth in paragraph 18, Ark Auctions, Inc. and the Consignor assume no risk, liability or responsibility for the authenticity of the authorship of any property identified in this catalog. All property is sold as is and neither Ark Auctions, Inc. nor the Consignor make any warranties or representations of any kind or nature with respect to the property, and no statement in the catalog 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. Ark Auctions, Inc. and the Consignor make no representations as to whether buyer acquires any reproduction rights in the property. 6. Bidding Registration. Bidders attending the auction are required to sign a registration form either in person, or online and provide proof of identification. Ark Auctions, Inc. may require the production of bank or other financial references. 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. 7. Buyers Premium. A premium of 25% 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. A premium of 25% will be added to the bid price on all lots sold via an online bidding service. 8. Withdrawal. Ark Auctions, Inc. reserves the right to withdraw any property before sale and shall have no liability for such withdrawal. 9. Bid Per Lot. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalog. 10. Video or digital images. At some auctions a video or digital screen may be used. Ark Auctions, Inc. is not liable for any errors in the operation or quality of the image presented. 11. Reserves. Unless the sale is advertised and announced as a sale without reserves, each lot is offered subject to reserve. Ark Auctions, Inc. may implement such reserves by bidding through its representatives on behalf of the Consignor. 12. Bidding. Ark Auctions, Inc. 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 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 Ark Auctions, Inc. shall be conclusive in all respects. 13. Absentee bids. As a convenience to bidders who cannot attend a sale in person, Ark Auctions, Inc. will, if so instructed, execute written bids on their behalf, without additional cost. Absentee bidders should complete the Absentee Bid Form provided in the catalog or online and submit the written bid in advance of the auction. If Ark Auctions, Inc. 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. Ark Auctions, Inc. 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. 14. Phone bids / Online bids. If a bidder makes arrangements with Ark Auctions, Inc. prior to commencement of the sale, Ark Auctions, Inc. will use reasonable efforts to contact them to enable them to participate in the bidding by telephone. Ark Auctions, Inc. is not responsible for failure to contact bidder or for error and omissions in connection with telephone bidding. Ark Auctions, Inc. will use reasonable efforts to carry out online bids, however Ark Auctions, Inc. is not responsible for equipment failure, inability to access the Internet or software malfunctions related to the execution of online bids. 15. Auctioneer’s Discretion. If the auctioneer determines that any opening bid is not commensurate with the value of the article offered, he 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, he may reject the advance. 16. Successful Bid. 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 assumes full risk and responsibility therefore if requested will sign a confirmation of purchase and will pay the purchase price in full or such part as Ark Auctions, Inc. may require for all lots purchased. 17. Payment. The buyers are expected to make payment for purchases immediately after the auction for the entire amount due (including hammer price, buyer's premium and applicable taxes and other charges including handling charges and storage costs). Payment in U.S. Dollars can be made by check, cash, wire transfer, or Credit Cards are accepted via Online Payments platform of our Auction House Partners. Invoice sent after Auction has ended. Please be advised All Bidders Cards will be charged 3 days after the Invoice has been sent international payments can be made by wire transfer The buyer grants Ark Auctions, Inc. a security interest in the property and Ark Auctions, Inc. may retain as collateral security for the buyers obligations to Ark Auctions, Inc., any property or monies held or received by Ark Auctions, Inc. for the account of the buyer. Payment will not be deemed to have been made in full until Ark Auctions, Inc. has collected funds represented by checks, or, in the case of bank or cashier’s checks, until Ark Auctions, Inc. has confirmed their authenticity. Buyer agrees that a 1-1/2% per month late charge will be imposed on the total purchase price if payment is not made in accordance with all of the conditions set forth herein and agrees to pay any returned check charges that may be incurred. 18. Tax. Unless exempted by law from the payment thereof, the buyer will be required to pay Florida State retail sales taxes at a rate of 7%, 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 Ark Auctions, Inc.., any buyer claiming an exemption will be required to pay the tax to Ark Auctions, Inc. and seek a refund from the state. Deliveries outside the State of Florida will not be taxed unless imposed upon them by law, Ark Auctions, Inc. will require payment of such taxes. 19. Removal of Property. The buyer at buyer’s expense must remove all property from Ark Auctions, Inc. No later then 10 business days following the sale. Removal of purchases during the auction is encouraged. Purchases not so removed will be subject to the following charges to cover handling and storage costs: After 10 business days following the sale, a handling charge of 1% of the purchase price will be payable by the buyer per month until the items are removed, with a minimum of 5% for any property not so removed within 60 days after the sale. Buyer agrees that any property which is paid for but left at Ark Auctions, Inc. premises for any reason in excess of sixty (60) calendar days after the sale may be sold by Ark Auctions, Inc. at public auction with the balance of any funds recovered in excess of the storage charges and auction charges, being remitted to the buyer. 20. Non-Payment. If the buyer does not make full payment for the purchases within the time required, Ark Auctions, Inc. is authorized in their absolute and sole discretion to exercise one or more of the following remedies, in addition to other remedies available to Ark Auctions, Inc. and the Consignor by law: Ark Auctions, Inc. is authorized to: hold the buyer liable for the total purchase price; cancel the sale, retaining as liquidated damages all payments made by the buyer; resell the property at public auction or private sale with terms that Ark Auctions, Inc. deems appropriate; 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 on both sales; to offset the full purchase price against any amount owed by Ark Auctions, Inc.. to the buyer; to not allow any bids at any upcoming auctions by or on behalf of the buyer; and to take other actions as Ark Auctions, Inc. find necessary and appropriate. The buyer grants Ark Auctions, Inc. a security interest in any property in Ark Auctions, Inc. possession which is owned by such buyer and Ark Auctions, Inc. is authorized to hold such property as collateral security for such buyer’s obligations. Buyer shall be liable to Ark Auctions, Inc. for all other charges incurred as a result of buyers non-payment. including attorney fees, expenses and incidental damages. As between Ark Auctions, Inc. and Consignor, if the successful bidder does not pay for the property, collection procedures shall be the responsibility of the Consignor and not AW Gallery. 21. Packing and Shipping. Shipping arrangements are the Buyers expense all shipping fees will be included in the Invoice. Buyer agrees that packing and handling of purchased lots by Ark Auctions, Inc. employees are undertaken for the convenience of the buyers, and Ark Auctions, Inc. is not responsible for damage or breakage which may occur during packing and handling and shipping by Ark Auctions, Inc. 22. Limited Right of Rescission. If within 30 days of the sale of any lot, the buyer gives notice in writing to Ark Auctions, Inc. alleging that the identification of authorship (as defined in the catalog Glossary and set forth in the heading in quotation marks in the auction catalog) of such lot as set forth in the catalog 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 catalog, and if within Thirty days of such notice the buyer returns the lot to Ark Auctions, Inc. in the same condition as when sold, and establishes the written allegations to Ark Auctions, Inc. satisfaction (including by providing one or more written opinions by recognized experts in the field, as Ark Auctions, Inc. may reasonably require), then the sale will be rescinded with only the purchase price and buyers premium refunded. No reimbursement shall be made for any shipping costs incurred. If, prior to receiving such notice from the original buyer alleging such defect, Ark Auctions, Inc. has paid the Consignor monies owed to him in connection with this sale, Ark Auctions, Inc. 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, Ark Auctions, Inc. may disclose the identity of the Consignor and assign to buyer Ark Auctions, Inc. 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 Ark Auctions, Inc. as Consignor’s agent with respect to the said lot shall automatically terminate. 23. Limitation of Liability. If, for any reason a purchased lot cannot 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, Ark Auctions, Inc. shall not be liable for any amount in excess of that paid by the buyer. 24. Governing Law and Jurisdiction. The Conditions of Sale, as well as the buyer’s, Consignors and Ark Auctions, Inc. 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, internet or other means, consent to the exclusive jurisdiction of the state courts located in Dade County, Florida, and if applicable, of the federal court located in Tallahassee, Florida. 25. 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.