



# INTERNATIONAL AUCTION GALLERIES

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## TERMS AND CONDITIONS OF SALE

1. All Bids expressed either via Online or live in the saleroom shall remain valid until the fall of the gavel or auctioneer's call of "Sold". All sales are then final. Any bid(s) from any source as acknowledged and relied on by the auctioneer shall not be withdrawn. Bidding in this auction in any way confirms that the bidder personally guarantees all payments, and acknowledges and accepts the Terms and Conditions of sale as set out herein. The auctioneer has final discretion in all such matters. In case of a dispute, the lot(s) in question may be immediately resold. The auctioneer as represented here includes International Auction Galleries as an entity.
2. Payments must be made in full within 14 days of the sale date. No lots will be released until payment in full has been made. Payment may be made in Cash, by Personal Cheques (with proper identification, at the discretion of International Auction Galleries) by Bank Transfer or Major Credit Cards as stipulated. Successful Online/Postal bidders will be notified and issued an auction account. All such accounts must be fully finalised within 14 days of the sale date.
3. A 22% buyer's premium will be added to the knock down price of each lot (includes GST where applicable). Payment by Visa and Mastercard is welcome with no surcharge. **We do not accept AMEX.**
4. Unless otherwise specifically stated by the auctioneer, each new bid shall be raised above the previous bid by such amount as is determined by the auctioneer during the course of the auction, and no party shall be allowed to retract his or her bid after acknowledgment by the auctioneer.
5. The auctioneer reserves the right(s) to refuse any bid, withdraw any goods from sale at any time, or disclose reserves or vendor information without having to state any reason.
6. At the fall of the hammer, (if required by the Auctioneer), the purchaser shall give his or her full name and address, and pay 25% of the purchase price deposit. In default, the lot(s) purchased may, at the auctioneer's discretion, immediately be reoffered and resold. All lots sold will remain the property of the owner/vendor until cleared payment is made in full. Only then will the title of ownership of the lots pass to the purchaser, irrespective of any terms or deferment of payment. Payment on approved dealer/trade accounts must be cleared and finalised within 28 days of sale.
7. Except as otherwise provided by state or federal law, no condition or warranty is given or implied by the auctioneer in respect of any lot offered for sale via auction. As all lots are given for inspection prior to the commencement of the sale, it shall be presumed that the goods have been inspected and that the purchaser accepts the goods are sold with all faults, and all lots are sold as is, on the basis of Caveat Emptor. No error or mis-description of any lot shall give cause for an invalidation of sale or an abatement of price, and the auctioneer shall not be held responsible for any such error, despite all care being taken. All lots are inspected and offered in good faith to the best of our determination to be genuine as described (except where so noted), however no guarantee is undertaken with respect to refunds on this basis.
8. The auctioneer shall not be liable for any description or mis-description given on any of the goods presented here for sale in any way. Any statement as to the description of goods is given as a statement of opinion only as represented to the auctioneer, and is not to be relied on as a representation of fact. Whilst every effort is made, the auctioneer gives no warranty that the quantities or any grading given with respect to the description of any lot as stated is correct. All images used are given as a guide only, and are not guaranteed to be an accurate representation.
9. No lots purchased by a bidder may be returned, including those lots where the bidder is acting as agent for another. There are no returns or refunds except for reason of lack of authenticity (as is stated in clause 7 and 8 above detailing liability). It is assumed that all intending bidders (including all postal and internet bidders) have obtained their own satisfaction and/or done due diligence on all lots before submitting any bids in any manner, and all bids thusly submitted are subject to the full terms and conditions of sale. Items purchased and submitted to third party grading immediately voids any and all further rights of return. The auctioneer accepts no responsibility for any mistakes in any postal or phone bidding conducted. Late remittance of payments constitutes just cause for revocation of all return privileges. In the event that a bidder is acting as an agent for another party, and that agency has not been disclosed to the auctioneer in writing 24 hours before the sale date, then the bidder is deemed by the auctioneer to be the final buyer in all respects, and is fully responsible for all payments, fees and charges. **In no event may any lot(s) be returned after Twenty One (21) days from the date of the auction. All sales are then final.**
10. If any purchaser fails to comply with any of conditions of sale as outlined here or if any monies paid in any way given on settlement of account for any goods is dishonoured or unfulfilled, then any monies which the purchaser has paid to the auctioneer on account of the purchase shall then be forfeited absolutely to the vendor. The auctioneer acting as agent for the vendor is at liberty to re-sell the lot(s) in any manner and upon such terms and conditions as they may deem proper and/or to then sue the purchaser for any loss or resulting damages as set out below. Damages include all losses and expenses incurred by the vendor or the auctioneer as well as all damages which the vendor or the auctioneer may sustain resulting from any re-sale, storage, debt recovery, legal fees and/or court costs which shall then be recovered from the purchaser as liquidated damages. The auctioneer (acting on behalf of the vendor) in the event of such resale is also entitled to the expenses as set out below:
  - a) The total amount of any and all commissions and/or buyers premiums applicable or any other fees and commissions lost as a result of the purchaser defaulting on the purchase.
  - b) The full cost of advertising and all other expenses related to re-sale as deemed necessary, including recovery and legal fees, court costs, interest, storage costs and insurance charges.
  - c) Any differential in price from the initial sale price to the price achieved in re sale of the items(s).
11. **A service charge of 2% compound per month (or part thereof) will be added to overdue accounts (28 days after the date of Auction is the overdue period for all unpaid accounts).** In any event the title of any lots sold will not pass to the purchaser until the full amount of the purchasers auction account has been fully paid and remitted to the vendor, including any other service charges, storage or any other fees resulting from any late payments.
12. Estimates are given as a guide, and not given as starting points for bidding: Lots may sell for a price greater or less than these estimates. All prices are in Australian Dollars.
13. Postage and Insurance: If a purchaser declines to pay the mandatory insurance charge applied to their account for cover during shipping/postage then they shall assume all responsibility for that item(s). Any possible loss or damage to that item(s) shall then be the purchaser's responsibility.
14. By accepting these Terms and Conditions and making any bid, the bidder guarantees that they have the funds or ability to pay for any and all items bid on (including any buyer's premiums, insurance and postage as required) within the stipulated timeframe as set out above and as part of the Auction Terms and Conditions.
15. All images, text and information supplied in this catalogue remain the property of International Auction Galleries, and may not be used or transmitted in any way without prior written permission. Note - Images may not be shown to scale.



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## Auction Bidding Form

1. Please fill out name, contact details and signature. By signing you agree to all Postal Terms and Conditions as set out over the page and in the Catalogue. All bidding forms MUST be signed otherwise bids will NOT be Accepted.
2. Bids must have a maximum price listed for each lot. We will attempt to obtain all lots at the lowest possible price.
3. If not paying by credit card, please note: An invoice will be issued but goods will not be posted until payment has been received. Unsuccessful postal bidders will not be advised. Prices realised will be posted after sale.
4. A 22% buyers premium will be added to the knock down price of each lot (includes GST). Payment by Mastercard and Visa is welcome with no surcharge. We do not accept AMEX.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CREDIT CARD NO: \_\_\_\_\_ CCV: \_\_\_\_\_ CARD TYPE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

Lot No.	Maximum	Lot No.	Maximum	Lot No.	Maximum	Lot No.	Maximum

**Postage and Insurance:** Small items under \$200 - \$7.50 via normal mail - NO insurance/tracking unless stipulated (an extra fee will apply). Small items between \$200 and \$1000 - \$12.50 via registered post, insurance add \$5. Items over \$1000 - \$17.50 via registered post person to person, Insurance up to \$4,999 add \$20, over \$5,000 will be add \$30 plus \$5 per Thousand Dollars rounded down and capped to a maximum per parcel of \$100. Heavier and/or larger oversize items over 500 grams and will incur an additional charge at or near our costs. International post will be at cost but not insured.

**POST ALL BIDS TO:** P.O. BOX 1380 BROADBEACH, QLD 4218, Australia

**FAX BIDS TO:** (07) 55 387 296    **EMAIL BIDS TO:** mail@iagauctions.com

**SEE CATALOGUE, WEBSITE OR CALL OFFICE FOR BID SUBMISSION CLOSING TIMES.**