





## TERMS AND CONDITIONS

### Registration:

By registering to bid in this Atlanta Auction Gallery auction, heretofore "the Auction", Buyer agrees to the Terms and Conditions of Sale as follows:

### Online, Phone, and Absentee Registration:

Auction reserves the right to request a copy of a valid driver's license and credit card to keep on file and is hereby authorized to process up to 20% of the low estimate on all lots requested for phone and/or absentee bidding. Auction reserves the right to process payments using the credit card on file if the Buyer fails to pay invoice in full within 48 hours of invoice being sent. We cannot guarantee that all phone and absentee bids will be fulfilled.

### Condition:

Condition reports or statements are provided as a courtesy to interested bidders upon request 48 hours prior the start of the auction. Reports state our professional opinion and should not be treated as a statement of fact. As such, Auction is not responsible for any omissions or errors to these condition reports or statements. The absence of condition does not imply that the lot is in perfect condition or free of imperfections.

### Buyer's Premium:

By placing a bid, the bidder has agreed to full responsibility, risk, and liability of Lot, and to remit full payment including hammer price, applicable sales tax, and respective buyer's premium in the event buyer is acknowledged as the highest bidder by the auctioneer. All bids are considered legally binding and non-negotiable. Bidder agrees to pay Auction a buyer's premium based on winning bid amounts.

### Sales Tax:

All in state purchases are subject to 8.9% Georgia sales tax unless Buyer has provided a valid tax-exempt certificate to Auction. Full document must be submitted via email or fax to be approved.

### Warranties and Representations:

All property is sold As Is, Where-Is, and without recourse. Auction, for itself and as the agent for the seller, makes no warranties or representations of any kind with respect to any and all Lots. Buyer agrees that in no event will Auction be responsible or liable for the correctness, description, genuineness, authenticity, authorship, attribution, provenance, period, culture, source, origin, value, or condition of any and all Lots. Nothing said or done by Atlanta Auction Gallery shall be deemed a warranty of representation or an assumption of liability.

### Payment and Pick-Up Policies:

All sales are final and non-negotiable.

Invoice will be emailed to the email address on file within 24 hours following the auctions close. It is the responsibility of the Buyer to remit full payment and remove their won items per the terms of this agreement.

All Buyers: Full payment of invoice is required within 48 hours and removal of won items is required within ten (10) business days of invoice being sent. It is the responsibility of the Buyer to ensure Auction has the correct email address for invoices. After ten (10) business days, the Buyer will incur a late payment fee up to 3% of the total invoice total.

Failure to remove purchased merchandise within the ten (10) business days will result in on-going storage fees of \$10.00 per item per day.

Items left for more than twenty (20) business days after the close of the auction will be forfeited and considered the property of Atlanta Auction Gallery. Refunds will not be granted beyond this.

### Payment Methods:

Auction accepts cashier's or personal checks with proof of identity, cash, wire transfers, and all major credit cards including AMEX, Visa, Master Card, Discover, and American Express for all purchases. Atlanta Auction Gallery reserves the right to require payment via wire transfer for all new and/or international bidders. Credit card payments can be made directly by phone (404)963-9438. Auction will not release item(s) for shipment until payment has been received and cleared through the respective financial institution.

### Failure to Pay:

Should Buyer fail to pay the full balance of their invoice within ten (10) business days of the invoice being sent, or otherwise comply with these Terms and Conditions, Atlanta Auction Gallery reserves the right to seek legal action in reparation.

### Shipping:

Auction offers in-house parcel shipping only. Shipping arrangements of large items including but not limited to, furniture, artworks, sculptures, lighting, anything that cannot fit into a box, will be the sole responsibility of the Buyer. Auction reserves the right to deem items as parcel shipment or white glove. Buyers will be given a preferred shipping vendor service with their invoice.

**I AGREE TO THE TERMS AND CONDITION OF THIS SALE.**

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Print Name

Signature

Date