

Bidders' / Buyers' Agreement
TERMS AND CONDITIONS

(See The Key to the Catalogue for additional Terms)

1. **All bids and estimates are in US dollars.** Other currencies will be accepted at a rate of exchange to be determined at time of payment (see Paragraph #6). All purchased lots remain the property of Charles G. Firby Auctions (sometimes noted as C.G.F.A. throughout) until full payment of all monies due has been accepted. The auctioneer will act on behalf of the successful bidder per the following Terms and Conditions. **Bid by lot #.** Bidders are responsible for errors in bids submitted, therefore please **check lot #(s) and bid(s)** carefully.
2. **All lots are sold to the highest bidder at one advance over the second highest bid.** The auctioneer reserves the right to refuse any bid believed by him not to be made in good faith and to divide a lot, to group two or more lots or to withdraw any lot or lots from the sale. Tie bids shall be determined by date received - the earliest taking precedence. Telephone bids are entered when received but **must be** followed by written confirmation. Bids not corresponding to required intervals (as listed on the bid sheet) will be **lowered** to the proper increment. When only one of several lots are of interest, enter a bid on each and indicate "or" between them. The auctioneer shall regulate the bidding and in the event of any dispute, his/her decision will be final. The auctioneer retains the right to demand payment at the time the lot is knocked down to the highest bidder for any reason whatsoever. In the event that the bidder fails to make payment in cash at the time, the auctioneer reserves the right to offer the lot immediately for sale to the underbidder.
3. **Limit Bids** will be accepted with the understanding that the limit amount **may be exceeded** on the final lot purchased in order to acquire the lot for the bidder. The limit amount is exclusive of the 18% buyers premium, which will be added to the purchase amount. Do not place the total of all bids as a limit.
4. If selecting **Increase my bids (by increments)** on the bidsheet, please note that the actual dollar amount of the increment may change upward. Please refer to the *Bidding Increments* box on the bidsheet to determine actual dollar changes.
5. A **premium equal to 18% of the successful bid price** will be added thereto and is payable by the buyer as part of the total purchase price. Successful bidders will be responsible for any and all postage, registration, insurance, shipping charges, handling fees, custom fees, brokerage fees, GST/VAT, sales tax or other charges unforeseen, where applicable, whether added to initial invoice or by later invoice. All lots are shipped *FOB Waterford, Michigan* on behalf of buyer and at buyer's risk. Charles G. Firby Auctions does not provide free insurance to auction buyers: This is the buyer's responsibility. Shippers/Postal insurance can be provided and added to shipping fees. Successful bidders will be responsible for re-shipping charges when packages are returned unclaimed as well as any additional charges incurred, for whatever reason, whenever charged.
6. Successful mail bidders will be **invoiced in US dollars**. Floor bidders are expected to make payment immediately at the conclusion of the sale and to arrange delivery at that time. A **late payment processing fee, at the rate of 2½% per month**, will be added on the 30th day after the first day of the auction and each and every 30 days thereafter on all amounts that are not paid in full, unless prior arrangements have been made. VISA and MasterCard will be accepted for payment of lots. There is a 2% handling fee unless credit card information is provided prior to the auction. **Please provide required credit card information on the original bid sheet so Charles G. Firby Auctions is aware of your payment intentions.**
7. **Each lot is sold as genuine**, but if buyer and C.G.F.A. mutually agree that a lot was mis-described it may be returned, intact as received within 3 days of buyer receipt **to be received by Charles G. Firby Auctions no later than 30 days after the sale date**, for full refund of lot price + sales tax collected (if any). An extension of time for certification must be requested according to Paragraph #9. In the unlikely event that the genuineness of a lot is declared otherwise by a mutually acceptable authority, the purchase price will be refunded in full, provided that the lot is returned intact as received with no modification or alterations of any kind. It is required that all lots, whether placed on extension or not, must be paid for in accordance with Paragraph #6. **No lot will be returnable for any reason after 16 weeks from the date of auction.** All expenses incurred will be paid by the buyer unless the lot is determined not to be as described, in which case Charles G. Firby Auctions will pay only the actual charges made by the Expertizing Committee, up to a maximum of \$50. The inability of a mutually acceptable authority to provide an opinion is not sufficient grounds for the return of a lot. All items sold with expertizing certificates are sold exclusively per the merits of that, and only that, certificate.
8. The **following lots are not** returnable except at the discretion of the auctioneer: Lots containing five(5) or more items; lots purchased from the "floor" at the time of auction (exception per Paragraph #7); items on account of appearance, centering or with faults that are obvious and can be seen in the photograph/electronic scan (regardless of whether these defects are noted in the description); lots offered "AS IS"; lots altered from their pre sale condition; lots described with faults, irrespective of significance; any literature lots. A certificate that notes a different color than the catalogue description is not grounds for return: these providers follow the broad naming convention of cataloguers while true more defined colors are often listed by C.G.F.A..

IMPORTANT: CHARLES G. FIRBY AUCTIONS MUST BE NOTIFIED NO LATER THAN 35 DAYS FROM THE SALE DATE OF ALL EXTENSION REQUESTS OR IMMINENT RETURNS - NO EXCEPTIONS WILL BE GRANTED. THIS INCLUDES BUYERS THAT HAVE REQUESTED DELAYED SHIPPING, THOSE BUYERS THAT HAVE NOT YET ESTABLISHED CREDIT WHO RECEIVE THEIR LOTS BEYOND THE 35 DAYS DUE TO LATE PAYMENT, LOTS THAT ARE DELAYED IN SHIPMENT, ETC..

9. **To request an extension for submission to an expertizing committee**, the mail/telephone/fax/internet bidder **must notify** Charles G. Firby Auctions by identifying each lot for which he is requesting an extension (and to which Committee the item is to be sent) **at the time of bid placement or upon receipt of the lot**. Floor bidders must notify the auctioneer immediately following the auction. **All items placed on extension must be prepaid.** Only lots which are in compliance with the above conditions will be accepted for a time extension. Charles G. Firby Auctions may, at its discretion, submit the lots directly to the Expertizing Committee which has mutually been agreed to by the buyer and seller.
10. If a **buyer defaults** in the compliance of these Terms and Conditions the auctioneer retains the right to negate the sale or to reoffer any purchased lots that are unpaid for, on behalf of the defaulter. In the event that the resale of these items results in a short fall the buyer agrees to reimburse C.G.F.A. the difference as well as applicable commission fees, interest and any and all legal and service fees incurred. An auction purchase cancellation will also result in a 15% restocking fee charged to the defaulter's account for all invoiced lots. This fee will also be applied to the buyers premium.
11. Also see **"Key to the Catalogue"** which is made part of this agreement. **The submission of bids whether written or submitted electronically constitutes acceptance of all of the terms and conditions as stated.**

ESTIMATES: The amount shown at the far right of each description is our estimate of what the lot should realize. Lots may (and often do) realize more or less than the estimates and in no way should an estimate be considered a reserve, but merely a guide to bidding.

The mode of shipment to buyers will be at sellers option. Generally, lots having an invoice value less than \$500.00 will be shipped via **CERTIFIED MAIL** for *US residents* and **REGISTERED MAIL or INSURED MAIL** for *Canada and Foreign residents* (Insured service may not be available to all countries). Invoices having a value greater than \$500.00 will be shipped via FedEx, UPS Express or Express Mail for *US, Canada and Foreign residents*.
Please provide a street address from bidders placing bids greater than \$500.00 in bids for FedEx and UPS packages.

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