

## Stallion Hill Gallery Terms and Condition

- 1 All items are sold as is and where is. The auctioneer makes no warranty, expressed or implied as to size, count, weight, authenticity, period, material, or manufacturer or any other warranty.
- 2 The catalog listings are a courtesy, meant as a descriptive guide only. Descriptions are considered knowledgeable opinions and are to be taken for informational value, not appraisal or as other valuation. Descriptions shall not be deemed warranty or assumption of liability by Stallion Hill Gallery or by any seller represented by Stallion Hill Gallery. The buyer is cautioned to use the preview to examine all merchandise and to use their best judgment as to whether or not the descriptions are accurate.
- 3 First-time buyers will be required to submit identification as outlined in the "Bidder Registration" form.
- 4 Potential bidders may be turned away at the sole discretion of the auctioneer.
- 5 The auctioneer reserves the right to refuse any and all bids, whether or not a reserve is in place and will be the sole arbiter in any dispute. The auctioneer, if he chooses may re-offer any disputed lot.
- 6 Once the bidding has closed, no item will be reopened up for bidding unless the auctioneer determines an error.
- 7 All items at auction may be subject to a reserve, to be predetermined by the auctioneer and Stallion Hill Gallery prior to bidding. The reserve is the confidential minimum hammer price at which a lot will be sold. The Gallery may implement such reserves by bidding on behalf of the consignor and may bid up to the amount of the reserve by placing consecutive bids for a lot or bids in response to other bidders. The auctioneer has the right to withdraw the item from sale, should this reserve not be met.
- 8 Stallion Hill Gallery has the right to remove or withdraw any item at its discretion, at any time, for any reason and holds no liability due to the removal of said item.
- 9 Title transfers to the customer at the fall of the hammer. All sales are final. Please be sure you are bidding on the correct item and have examined it carefully before placing a bid.
- 10 By bidding, you signify you have examined the item and agree to terms or choose not to examine and agree to terms.
- 11 A Buyer's Premium of 22% will be added to the hammer price of each lot. An additional service charge of 3% (total of 25%) is added to all online bids. Please bid accordingly.
- 12 All purchases are subject to Connecticut sales tax unless the purchaser possesses a current sales exemption certificate.
- 13 Under no circumstances in any sale will the Gallery's liability to a purchase exceed the purchase price actually paid.
- 14 Stallion Hill will notify all winning bidders within 48 hours of the end of said auction. Payment is expected within 72 hours and all items must be paid for within 5 business days of the auction. Stallion Hill reserves the right to hold items paid by check until the check clears. There is a handling fee of \$25.00 for dishonored checks. If payment is not made within the 7-day time frame, the credit card provided by the bidder before the auction start will be automatically charged.

- 15 Contact Stallion Hill Gallery directly for information on payment methods, pre-approval for bidding, and absentee bids. Below follows a guideline of the forms of bidding available:
- a. In Writing – Bid forms are available online and in-house. These should be submitted in person, by mail or fax no later than one hour prior to the scheduled start of sale
  - b. By Phone – A limited number of telephone lines are available for bidding by phone through a Stallion Hill Gallery representative. Requests must be submitted via our website or by phone no later than 24 hours prior to the scheduled start of the sale.
  - c. On the Internet – We are linked with several online bidding platforms. Internet bidders please sign up with Stallion Hill auction. Registered bidders may leave absentee bids through the website and will receive email confirmation of their bid. Stallion Hill Gallery is not responsible for errors or failures.
- 16 The Gallery will provide information of professional packing and shipping companies. It is the buyer's responsibility to contact the shipping agent for pick up and payment. The buyer MUST notify the Gallery of their shipper selection via a signed release form, which they can download from our website. Payment must have been received and checks cleared prior to the release of property for shipping. The Gallery is not responsible for the acts or omissions of carriers or packers, or the employees or agents of either, of purchased lots, whether or not recommended by the Gallery. Packing and handling of sold lots is not the responsibility of the Gallery's employees. No exceptions.
- See "Packaging and Shipping" and "Liability Release Form" for a listing of our shippers and stated guidelines and procedures.
- 17 Purchased items not picked up within 10-business days following the date of the auction will be subject to a storage charge of \$10.00 per day, per item. Stallion Hill Gallery will not be held responsible for the loss or damage to items left on the premises beyond the ten-business day grace period. If purchased lot(s) are not picked up after 2 months from the date of auction and you have not contacted us for other arrangements, the transaction will be cancelled and payment refunded, minus the storage fee.
- 18 International bidders are responsible for all taxes, tariffs, fees, assessments and customs charge for items shipped outside the Continental U.S.
- 19 Buyers accept that shippers assume all responsibility for items once they have left the premises. Buyers agree Stallion Hill Gallery assumes no liability, nor will hold insurance for loss or damage after shippers have removed the property from premises.
- 20 By registering and accepting a Bidder # for the auction you agree to the Terms and Conditions of sale as stated above.

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located at the bottom right of the page.