

TERMS & CONDITIONS

All Elite Auctioneers, LLC sales are governed by our Term and Conditions. Please fully read and review the Terms and Conditions prior to placing any bids. When registering to bid or submitting a bidder registration form you are agreeing to our Terms and Conditions. If you do not understand or agree to these terms and Conditions do not register to bid. Any questions should be directed to info@eliteauction.com or by phoning the gallery at 561-931-2820.

Elite Auctioneers, LLC. (Gallery) as Agent

The lots listed in this catalog will be offered by Elite Auctioneers, LLC., (Gallery) as owner or as agent for consignor(s) subject to the following Terms and Conditions. By bidding you agree and are bound by these Terms and Conditions.

Prior to Sale

Buyers are advised to personally examine lots in which they are interested prior to the auction. Condition reports are provided for each catalog lot in the lot description. Additional information may be requested from the Gallery. Lots are sold "As Is, Where Is" and without recourse except as expressly stated herein:

All information in the catalogue concerning authenticity is NOT guaranteed by Elite Auctioneers, Please do all research prior to the sale. Clients can ask for more photos if they need to submit information to experts for authenticity purposes. All items are sold "As Is".

This warranty does not cover any item description that states "As Is", "In the manner of", "After", "Attributed to", or "Style of".

"After" and "Attributed to" means that there are similarities to the artist but there are no guarantees that the artwork is done by the hand of the artist. There is no Authenticity of the works of art.

This warranty does not cover any typographical errors.

This warranty does not cover wear on furniture. This warranty does not cover flakes, surface scratches, or manufacturing flaws in glass or ceramics.

No warranty is made regarding the condition of artwork frames.

No warranty is made regarding the working condition of watches, clocks, electronic or mechanical devices of any sort or that any such item is in working condition or without defects, restorations, or working parts.

All measurements are approximate.

The Gallery makes no warranties, express or implied, as to the merchantability or fitness for any purpose except as otherwise expressly stated in these Terms and Conditions.

The absence of any statement as to condition does not imply the lot is in good condition or otherwise free of wear, defect or effects of ageing. No statement whether written or oral, made in the catalog, advertisement, invoice, gallery posting, announcement or comment by the auctioneer, or otherwise, shall be deemed to create any warranty or assumption of liability except as expressly stated herein.

Elite Auctioneers, LLC. makes no warranty that a buyer acquires any copyright, trademark or reproduction rights as to any lot purchased. Elite Auctioneers, LLC. reserves the rights to reproduce any image of any lot sold at auction.

Except as stated herein regarding written authenticity Elite Auctioneers, LLC, does not accept return of items purchased at auction.

During Sale

Admission to the Gallery: Elite Auctioneers, LLC. reserves the right, in its sole discretion, to refuse admission to the premises or participation in any auction and to reject any bid.

Bidder Registration: Prior to bidding a prospective buyer must complete a Bidder Registration Form, provide proof of identity and credit information. By registering to bid you agree and are bound by these Terms and Conditions.

Bidding as Principal: Any bidder making a bid accepts personal liability to pay the purchase price including buyer's premium and applicable taxes except as otherwise agreed in writing by the parties prior to the auction.

Phone Bids: Phone bidders must register with the Gallery by 4:00pm EST the day of the auction. The Gallery will make all reasonable effort to contact the bidder prior to the sale of the lot of interest to the bidder. The Gallery accepts no liability for the failure to reach the bidder or for any errors or omissions in connection with phone bids.

Absentee Bids: Absentee bidders must register with the Gallery by 4:00pm EST the day of the auction. The Gallery will make all reasonable efforts to execute absentee bids. The Gallery accepts no liability for the failure to execute the bid or for any errors or omissions in connection with absentee bids.

On-line Bids: The Gallery makes all reasonable efforts to execute on-line bids. The Gallery accepts no liability for equipment failure, inability to access the internet or software malfunctions related to the execution of on-line bids.

Reserve: Some lots in the auction are subject to a reserve or a confidential minimum sale price requested by the seller. The reserve will not exceed the low estimate. The auctioneer in his sole discretion may open the bidding on any lot below the reserve and bid up to the reserve. On lots with no reserve the auctioneer will generally open bidding at one half the low estimate.

Auctioneer's Discretion: The auctioneer may, in his sole discretion, refuse any bid, advance the bidding or withdraw any lot. In the case of an error or dispute during or after the auction the auctioneer may in his sole discretion determine the successful bidder, continue the bidding, cancel the sale or re-offer the item in dispute. In the event of a dispute after the sale, the Gallery record is conclusive and binding on all parties.

Winning Bid: The winning bid is the highest bid acknowledged by the auctioneer. In the event of a tie bid, the winning bid will be determined by the auctioneer in his sole discretion. A dispute between bidders will be determined by the auctioneer, in his sole discretion, to determine the successful bidder or to re-offer the item. In the event of a dispute after the sale, the Gallery record is conclusive. Title passes upon auctioneer's acknowledgment of the winning bidder subject to the Terms and Conditions as set for the herein and the winning bidder assumes full risk and responsibility thereafter.

Post Auction

Buyer's Premium: In addition to the hammer price, the buyer agrees to pay Elite Auctioneers, LLC. a buyer's premium of 28%, current Florida sales tax of 7% and shipping (as applicable). An additional premium is assessed to on-line bidders. Please refer to the individual site terms and conditions for additional premium charges. A successful bidder's invoice from Elite Auctioneers, LLC will reflect the total buyer's premium assessed by Elite Auctioneers, LLC and the on-line site, Florida sales tax and shipping (as applicable).

Payment: Buyer to make payment in full (including hammer price, buyer's premium and applicable taxes and shipping) within three (3) business days following the auction sale. Payment in U. S. dollars only. Payment by cash, personal check, money order, cashier's check, wire transfer or major credit card (purchases under \$1,500) is accepted. Elite Auctioneers, LLC. reserves the right to hold merchandise paid by personal check until the check has cleared the bank. Buyer agrees to pay Elite Auctioneers, LLC. a handling fee of \$50.00 for any check dishonored by buyer's bank.

Packing and Shipping: The Gallery does not offer any packing and shipping items won at auction. Elite Auctioneers, LLC can supply you with names of referred third party packers and shippers. The Gallery will not be responsible for the acts or omissions of third party packers or shippers whether or not referred by the Gallery. Items to be picked up by the buyer or agent for the buyer must be picked up within 10 calendar days following the auction. Pick-up at the Gallery M-F 10am to 4:30pm (EST). Items

not picked up within 10 days will be placed in storage at a fee of \$10.00 per item per day. All international customs, duties, and other tariffs are the responsibility of the buyer. The Gallery and all third party shippers will declare the selling price as the value in all cases. In the event a purchased item cannot be delivered in the same condition as of the time of sale due to damage, theft, loss or mis-delivery. Elite Auctioneers, LLC. shall not be liable for any amount in excess of that paid by the buyer. However, please be aware that items not picked up or shipped within thirty days following an auction will be repossessed by Elite Auctioneers, LLC.

Non-Payment: In the event payment in-full is not received from the successful bidder in good and clear funds within thirty (30) business days following the auction sale, the Gallery may in its sole discretion exercise one or more of the following remedies in addition to any action available by law: 1) impose a late fee of one and one half percent (1-1/2%) per thirty days of the total invoice amount; 2) cancel the sale; 3) resell the item at such terms the Gallery finds appropriate and hold the purchaser liable for any deficiency; 4) bar the bidder from bidding at future Elite Auctioneers, LLC auctions; 5) other actions as deemed necessary or appropriate.

Firearms: Elite Auctioneers, LLC sells only antique firearms as defined by the U.S. Bureau of Alcohol, Tobacco and Firearms. Due to firearms regulations, all handguns, pistols, and revolvers will only be shipped or delivered to a person who holds a Federal Firearms License or a Curios and Relics License. Handguns, pistols, and revolvers can only be picked up at Elite Auctioneers, LLC by a person who holds a Federal Firearms License or the proper Florida handgun permits, which must be shown and logged when the firearm is picked up. There are no exceptions. All licenses presented must be original. Firearms will not be sold or shipped internationally.

Governing Law: The laws on Florida shall govern auctions of the Gallery. Any disputes that may arise in connection with the auction and/or any auction purchase and all the terms and conditions set forth herein shall be governed by and construed in accordance with Florida law. Bidders and successful bidders agree to submit to the jurisdiction of the courts in the State of Florida and venue in Miami Dade County, Florida with respect to any dispute arising in connection with the auction and/or any auction purchases. In the event the Gallery needs to bring an action to enforce the terms and conditions herein and/or to collect any sum due and owing to it the Gallery shall be entitled in addition to collect its reasonable attorney's fees, collection agency fees and costs of suit.

Limitations on Liability: The Gallery acts only as an agent for the consignor and in no event shall be liable for any breach or default by the consignor or any representation made by Consignor to Gallery.

Severability and Waiver: If any provision of or portion of these Terms and Conditions are deemed unlawful, void or unenforceable under applicable Florida law, that provision or portion shall be stricken and severed from the remaining provisions which shall remain in full force and effect. Failure to enforce

any provisions in these Terms and Conditions shall not be deemed a waiver of the right to enforce any other provision of these Terms and Conditions.

Assignment: Unless the gallery agrees in writing auction bidders or buyers may not assign their rights or obligations relating to an auction or sale by the gallery.

Modifications: These Terms and Conditions may not be changed or modified unless the Gallery and the buyer have agreed in writing signed by both parties.