

TERMS AND CONDITIONS OF SALE

Bidding in any manner at any of Our auctions or purchasing at any of Our sales indicates that You have read, understood and accepted the following terms and conditions of sale (“Terms and Conditions”). By so bidding and/or purchasing You agree to comply with and be bound by these Terms and Conditions.

1. **Definitions.** The following definitions apply to these Terms and Conditions:

- (a) “Bidder”, “You” and/or “Your” refer to a person or entity who bids at an auction or purchases at a sale conducted by LCA.
- (b) “Buyer’s Premium” is a payment due LCA from a Purchaser equal to 30% of the Successful Bid Amount of a Lot at auction or the purchase price of an Item in a sale.
- (c) “Consignor” refers to a person who has consigned Property to LCA for auction or sale.
- (d) “LCA”, “We”, “Us” and/or “Our” refer to Litchfield County Auctions, Inc.
- (e) “Property”, “Lot” and/or “Item” refer to one or more pieces of personal property identified for auction or sale by LCA.
- (f) “Purchaser” refers to a person who is determined by LCA to be the successful Bidder for Property at an auction or who purchases Property at a sale.
- (g) “Successful Bid Amount” is the highest bid for Property acknowledged by LCA at an auction.
- (h) “Total Purchase Price” is the Successful Bid Amount at an auction or the purchase price at a sale plus the Buyer’s Premium. In addition to the Total Purchase Price other fees, charges and taxes may apply and are due and payable with the Total Purchase Price.

2. **No Representation, Warranty or Guaranty; Duty to Inspect.** All Property is sold in “AS-IS” / “WHERE-IS” condition and neither LCA or the Consignor makes any representation, warranty or guaranty, express or implied, about any Property as to authenticity, origin, description, provenance, condition, attribution, age, date, value, restoration, repair or any other matter, including merchantability or fitness for a particular purpose. No catalog, written material, photograph or statement by LCA, its employees or agents, shall be deemed a representation, warranty or guaranty as to any Property described or portrayed. Estimates of value provided in any catalog represent Our opinion of a range of possible values. Actual prices realized may fall below or above this range. Any indications of measurement are approximate. Prospective Bidders are responsible for making all inspections of and determinations about Property, in person or through an agent, before bidding.

3. **Withdrawal.** We reserve the right to withdraw any Property from auction or sale at any time for any reason.

4. **Payment, Pickup, Loading and Storage.** Payment of the Total Purchase Price of Property plus applicable fees, charges and taxes must be made in full by wire transfer or other acceptable method within seven (7) days after the date of sale of said Property. After approval by LCA, which it may withhold in its discretion, payment may be made by acceptable credit card. Property will not be released to You or Your agent until full payment has been made as provided above. Purchased Property must be picked up within fourteen (14) days after the date of sale of said Property. LCA will not be responsible for packing purchased Items or arranging shipping. Packing, lifting, loading and moving of Property at LCA’s gallery (or elsewhere) is the sole responsibility of the Purchaser. LCA’s personnel may, as a courtesy, offer assistance in packing, lifting, loading and/or moving of Property, however neither LCA nor its employees or agents shall be liable for any damage or injury that occurs in handling, packing, lifting, loading, moving or transporting of Property whether such damage or injury occurs at LCA’s gallery or elsewhere (as, for example, during transit). A storage fee of \$10.00 per Lot per day begins accruing on the 15th day after the date of sale.

5. **Remedies for Nonpayment.** If a Purchaser fails to pay the Total Purchase Price of Property plus applicable fees, charges and taxes in full by wire transfer or other acceptable method within seven (7) days after the date of sale, in addition to other remedies available to Us and the Consignor by law, We may retain as damages all payments made by the Purchaser and may hold the Purchaser liable for all sums due together with costs of collection, including attorneys’ fees. In addition to such remedy We may at Our option (a) cancel the sale and/or (b) resell the Property at public auction or by private sale without reserve, and the Purchaser will be liable for any deficiency, handling charges, expenses of both sales, Our commission on both sales at Our regular rates, all other fees and charges due hereunder, and all other costs and expenses, including attorneys’ fees and incidental damages. Any Purchaser defaulting hereunder will be deemed to have granted Us a security interest in, and We may maintain as collateral security for such Purchaser’s obligations to Us, any Property in Our possession owned by such Purchaser. We shall have all of the rights afforded a secured party under the Connecticut Uniform Commercial Code with respect to such Purchaser. We reserve the right to hold Property purchased at an auction or sale until payment has been made in full by wire transfer. Payment will not be deemed to have been made until We have received payment in full of the Total Purchase Price of Property plus applicable fees, charges and taxes by wire transfer or other acceptable method.

6. **Multiple Auction Bidding Platforms and Methods.** LCA conducts auctions through multiple auction bidding platforms. A Bidder may participate in LCA’s auctions in person at LCA’s gallery, by telephone, by submission of written order or online using LCA’s auction bidding platform or other auction bidding platforms.

7. **Bidding, Right to Reject Bids and Disputes.** If We decide that a bid is an insufficient amount, We may reject the bid and/or remove the Property from sale. The highest Bidder acknowledged by LCA will be the Purchaser. In the event of any question regarding a bid or other dispute, We will have sole and final discretion to determine the Purchaser and to resolve all other elements of the transaction. We may withdraw the Property from auction or sale and may reoffer it at our discretion. We are not responsible for any acts, errors or omissions relating to bids or other elements of the transaction.

8. **Recognition of Purchaser.** After LCA’s indication that a Lot has been sold, ownership rights to the Lot will pass to the Purchaser upon fulfillment by such Purchaser of all the conditions set forth herein. At the conclusion of bidding for a specific Lot, the Purchaser (a) assumes full risk and responsibility for the Lot, and (b) is obligated to pay the Total Purchase Price of the Lot.

9. **Sales Tax.** Unless exempt by law as evidenced by a valid resale certificate, a Purchaser will be required to pay Connecticut sales tax on the Total Purchase Price.

10. **Right to Publicize.** LCA reserves the right to retain, publish and use for any purpose (including publicity), and to disclose to whomever LCA elects, any information, photographs and written materials relating to Property. LCA may exercise said rights before, during or after an auction or sale.

11. **Reserve.** Some Lots may be subject to a reserve (“Reserve”), which is the confidential minimum price below which a specific Lot will not be sold. A Reserve may be agreed upon between LCA and the Consignor or it may be established by LCA in its sole discretion. LCA may implement a Reserve by opening the bidding process on behalf of the Consignor and then LCA may bid on the Lot until the amount of the Reserve has been reached. If LCA has an ownership interest in a Lot, LCA may bid up to the Reserve to protect such interest. If LCA decides that any opening bid is below the Reserve of the Lot, LCA may reject the bid and/or withdraw the Lot from auction.

12. **Agency.** Property offered for sale by LCA is offered in LCA’s capacity as agent for the owner of the Property. The sale of Property occurs from the owner of the Property to the Purchaser.

13. **Deposit.** In certain instances, LCA may require that a prospective Bidder pay to LCA a deposit in order to place a bid on Property.

14. **Limit of Liability.** In no event will We be liable to a Purchaser for any reason for an amount that exceeds the portion of the Total Purchase Price actually paid.

15. **Time of the Essence.** Time is of the essence with respect to Your obligations under these Terms and Conditions.

16. **Severance Provision.** In case any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

17. **Governing Law.** These Terms and Conditions shall be governed by Connecticut law under the jurisdiction of the courts of Connecticut.

18. **Modification.** LCA reserves the exclusive right to waive or modify these Terms and Conditions from time to time.

Signature: _____

Date: _____

BUYING, PAYMENT and PICK-UP:

For all auction or sale items, payment of the total purchase price plus applicable fees, charges and taxes must be made in full by wire transfer or other acceptable method within seven (7) days after the date of sale. Invoices will be emailed at the close of the auction and will include the Buyer’s Premium of 30% along with other fees, charges and taxes to the extent they apply and are known at such time. If certain fees, charges and taxes are not known at the time the initial invoice is issued, a supplemental invoice may be issued later.

After approval by Litchfield County Auctions, Inc. (“LCA”), which LCA may withhold in its discretion, payment in an amount less than \$5,000.00 may be made by acceptable credit card. Property will not be released to You or Your agent until full payment has been made as provided herein. Purchased items must be picked up within fourteen (14) days after the date of sale.

LCA reserves the right to obtain written assurance that any payment has been received and cleared. A fee of \$30.00 will be charged for any payment which fails to clear for any reason. No merchandise will be released until payment in full has been received and cleared.

SALES TAX:

Unless exempt by law, a purchaser will be required to pay Connecticut sales tax or any applicable compensating tax of another state that LCA may be required to collect. All purchased property picked up at our gallery or shipped or delivered to an address in Connecticut is subject to Connecticut sales tax, unless a valid resale number and certificate are provided to LCA by the purchaser. If you have a resale number, we can provide a resale certificate for your completion.

PICK-UP and LOADING:

Items located at LCA’s gallery may be picked up Monday through Friday between 9:30AM and 4:30PM every day during the week following the auction. If you cannot pick up during those times, please contact us to make an appointment for pick-up. Should you be a successful bidder the address of LCA’s gallery for pick-up is 425 Bantam Road (Rte. 202), Litchfield, CT 06759.

SHIPPING and DELIVERY:

LCA advises prospective bidders to obtain shipping quotes before placing bids.

LCA will not be responsible for packing items or arranging shipping. Packing and loading of items at LCA’s gallery (or elsewhere) is the responsibility of the purchaser. LCA may offer assistance, but neither LCA nor its employees or agents shall be liable for any damages or accidents that occur in handling, moving, lifting, loading or packing of items or thereafter (as, for example, during transit).

Packing, shipping and insurance fees are an additional and separate expense. Please contact your preferred shipper directly for quotes and to make arrangements for shipping and delivery of your items. Once payment for your auction purchase has been cleared, merchandise will be released to your designated recipient or shipper.

STORAGE FEES:

Items which have not been picked up within fourteen (14) days after the date of sale (or for which pick-up arrangements approved by LCA have not been made within said fourteen (14) day period) will be subject to a \$10.00 per lot per day storage fee. The storage fee will begin to accrue on the 15th day after the date of sale.

Signature: _____

Date: _____