

CONDITIONS OF SALE

1. **ALL PERSONS BIDDING AGREE TO THE FOLLOWING CONDITIONS OF SALE.**
2. **ALL SALES ARE FINAL; NO RETURNS OR REFUNDS.**
3. **PAYMENTS MUST BE RECEIVED WITHIN THREE (3) BUSINESS DAYS OF A SALE.**
4. **BIDDING AND BUYING.** Individuals who successfully bid on an item are required to complete the transaction, as a bid is a legally binding agreement. Successful bidders who fail to complete a transaction may be blocked from all future bidding, or at the discretion of Winter Associates, Inc., may be required to post a non-refundable deposit prior to bidding on any lots. Winter Associates, Inc. reserves the right to reject bids, suspend, or block any user's access to our site. Winter Associates, Inc. may ask bidders to supply a government-issued photo id, the name and address of which match the name and address on the registration form. Winter Associates, Inc. and/or the consignor can refuse an insufficient offer or advance, or accept another advance at the auctioneer's discretion. The auctioneer may reject an opening bid.
5. All sales are subject to a **BUYER'S PREMIUM** to be paid by the buyer as part of the purchase price. Purchases are also subject to Connecticut State **SALES TAX** except if sold to individuals with a valid resale certificate on file with Winter Associates, Inc. or if items are shipped out of Connecticut.
6. For clients who cannot attend the sale in person, Winter Associates, Inc. if so instructed, will execute "**ABSENTEE BIDS**" on their behalf. This absentee bidding service is provided with the understanding that Winter Associates, Inc. shall not be held responsible for any errors or failure to accurately execute bids. A cash deposit may be required and will be applied to all purchases made at this sale and not to any particular lot. Bids are executed on an alternate bases in competition with those of any other bidders. Due to the uncertainties of bidding patterns, a lot may sell to another bidder for the same amount authorized by an absentee bidder, or may sell to another absentee bidder for the same amount, if the other absentee bid was received first.
7. **PHONE BIDS** are accepted on items with a low estimate equal to or greater than \$500 (Five hundred dollars). However, if the low estimate is below \$500, a bidder may bid by phone if they are willing to open the bidding at \$500. All phone bids are subject to phone line availability. A completed and signed bid form must be received and acknowledged by Winter Associates, Inc. prior to confirmation of any phone line reservation for bidding. Phone bidding services are provided with the understanding that Winter Associates, Inc. shall not be held responsible for any errors or failure to accurately execute bids.
8. **PAYMENT.** It is agreed that credit card information supplied on this form can immediately be applied towards the purchase of all successful bids. Payment must be received within three (3) business days of a sale. Invoices are available upon receipt of payment. Successful bidders may pay for purchases with cash, MasterCard, Visa, Discover, certified or traveler's checks, or by wire transfer (buyer is responsible for any bank fees). Personal or business checks will only be accepted from parties with established credit. Winter Associates, Inc. reserves the right to hold merchandise purchased by check for ten (10) business days from deposit date. If this ten (10) business day period is in effect to allow check clearance, no storage fees are incurred. Check payment made in person is subject to approval by our check clearing service. The purchaser agrees to pay all bank fees related to a returned check plus \$10 (Ten dollars).
9. **ITEMS NOT PICKED UP WITHIN THREE (3) BUSINESS DAYS OF SALE WILL BE SUBJECT TO A STORAGE FEE OF \$10 (Ten dollars) PER DAY PER LOT.** Winter Associates, Inc. shall have no liability for any damage or loss to purchases left for more than three (3) business days after the date of sale. You authorize us to re-sell at auction on your behalf any item not picked up within sixty (60) calendar days. The costs of storage, plus any other costs directly related to the item, as well as \$50 (Fifty dollars) or 20% auctioneer's commission (whatever is greater), will be subtracted from the proceeds unless other arrangements have been made. The net proceeds will be mailed to your address (as stated on bid form) in full and final settlement of our obligations to you.
10. **SHIPMENT/TRANSPORTATION** recommendations or arrangements are done only as a courtesy and all shipping/transportation is at buyer's expense. Winter Associates, Inc. assumes no responsibility to resolve problems that arise from shipping or moving companies. Shipping may take 2-4 weeks after payment is received.
11. **ALL LOTS ARE SOLD AS IS: CONDITION REPORTS ARE NOT INCLUDED IN ALL CATALOG DESCRIPTIONS AND ARE NOT GUARANTEED TO BE COMPREHENSIVE.** All merchandise is available for inspection and should be inspected before bidding. Although condition is sometimes noted in our catalog, it has not been noted on every item, and the catalog should not be construed as a full condition report. It is the responsibility of prospective bidders to examine lots and decide their level of interest. All weights and measurements are approximate. Your bidding will signify that you have examined the items as fully as you desire or that you have chosen not to examine them.
12. **NO WARRANTY.** Winter Associates, Inc. and/or the consignor assume no responsibility for the correct description, genuineness, authenticity of, or defect in any lot and makes no warranty in connection therewith. Written and oral descriptions are based on Winter Associates, Inc. opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate information, however we recommend prospective bidders examine all items in which they have an interest.
13. **ENDANGERED SPECIES, SALE OF PROTECTED ANIMALS AND PLANTS.** Please note that the sale and shipping of endangered species is strictly regulated by international, national, and state laws. Much of this policy can be found at these sites: www.fws.gov/international, <http://www.dec.ny.gov/animals/7181.html>, and www.cga.ct.gov/current/pub/chap_495.htm. The laws are complex and often change. In addition, state laws may differ. It is the purchaser's responsibility to be aware of relevant regulations. In the case of denial of any export or import license or of delay in the obtaining of such licenses, the purchaser is still responsible for making on-time payment of the total purchase price for the lot. Winter Associates, Inc. is not able to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates.
14. **POST AUCTION BIDS** may be submitted on unsold items. They may or may not be accepted at the discretion of the auctioneer and consignor. Payment, storage and shipping arrangements are the same as those above.
15. These conditions may be waived or modified at the sole discretion of Winter Associates, Inc.