Ander's Auction

621 68th Street Brooklyn, NY 11220

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Terms & Conditions:

All property offered and sold through Ander's Auction Inc. shall be offered and sold on the terms and conditions set forth below. By bidding at the auction, whether present in person or by agent, by written bid, telephone, internet or other means, the buyer agrees to be bound by these terms and conditions.

1 All properties sold "AS IS". All sales are final. No returns.

A 23% buyer's premium will be added to the hammer price of each lot for floor, absentee and phone bidders (28% for liveauctioneers.com, invaluable.com bidders.)

All purchases (including buyer's premium) will be subject to a New York State sales tax of 8.875% unless (1) the buyer is an out-of -state resident and merchandises are being shipped out of New York or (2) the purchaser has a valid tax - exempt certificate (an actual resale certificate must be presented and on file with Ander's Auction Inc.

All properties are sold "AS IS" and all sales are final. We do our best to describe the item's material, age and conditions. Written and oral descriptions are our opinions and should in no way be interpreted as a fact nor a guarantee of any kind as to authenticity, age, condition and materials. Prospective buyers are strongly advised to examine personally any property in which they are interested, before the auction takes place, to determine its condition, size, and whether or not it has been repaired or restored. Shipping and insurance is the responsibility of the purchaser. Purchase is not contingent upon shipping costs. Please explore costs before you bid.

All items are sold to the highest bidder as acknowledged by the auctioneer. The auctioneer has the right to reject any bid! The auctioneer is the arbiter of any disputed bid. He may reopen bidding at his discretion and reject bids deemed inappropriate. The auctioneer reserves the right to withdraw any item and to reoffer the item at another time.

Every effort is made by the auctioneer to execute all bids, including floor, absentee, telephone, and internet bids. We are not responsible for any missed bids.

International buyers should note that some countries do not allow the importation of lots containing materials made from endangered species. This includes, but not limited to, ivory, coral and tortoise shell. Please check with relevant import and customs regulations prior to bidding.

All property purchased from Ander's Auction Inc. must be paid within 15 days after the auction. All property purchased from Ander's Auction Inc. must be removed within 30 days after the auction date. Ander's Auction Inc. will not be responsible for paid items left for over 30 days after the auction date (unless a prior agreement has been made.) Items left after 30 days will incur a \$10/day storage fee per item. Once storage fees have exceeded the actual purchase price of the item(s) Ander's Auction Inc. can exercise the right to repossess the item and re-auction.

If any part of these conditions of sale is found by any court to be invalid, illegal or unenforceable, the balance of the conditions shall continue to be valid to the fullest extent permitted by law.

10 The rights and obligations of the parties with respect to these Conditions of Sale and terms of guarantee, as well as the purchaser's and our respective rights and obligations hereunder, the conduct of the auction and any matters connected with any of the foregoing, shall be governed and interpreted by the laws of the State of New York. By bidding at auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have submitted, for the benefit of Ander's Auction Inc., to the exclusive jurisdiction of the federal or state courts located in the state and county of New York and waives any objection to the jurisdiction and venue of any such court.

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By bidding at auction, whether present in person or by agent, by written bid, telephone, internet bid or other means, Ander's Auction Inc. will keep the bidder's contact information for future auction or news event notifications, unless bidder specifically notify our auction house to remove their name from such list.

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All bidders (floor, phone, absentee, and internet) require submitting a credit card information as a security measure in order to participate in auctions held by Ander's Auction Inc. We may ask new bidders with Ander's Auction Inc. to place a security deposit before bidding approval.

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Ander's Auction Inc. reserves the right, at our complete discretion, to refuse admission to the premises or participation in any auction and to reject any bid, as well as the right to refuse to acknowledge any bidder. The highest bidder acknowledged by the auctioneer will be the purchaser. The auctioneer has the right at his absolute and sole discretion to advance the bidding in such a manner as he may decide, to withdraw or divide any lot, and to combine any two or more lots. In the event of error or dispute between bidders, or in the event of doubt on our part as to the validity of any bid, whether during or after the sale, the auctioneer has final discretion to determine the successful bidder, to continue the bidding, to cancel the sale, or to reoffer and resell the lot in dispute. If any dispute arises after the sale, the Ander's Auction Inc. sale record shall be conclusive.

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In addition to the other remedies available to us by law, we reserve the right to impose a late charge of 1 1/2% per month of the total purchase price if payment is not

made in accordance with the conditions set forth herein. Ander's Auction Inc. shall have no liability for any damage to property left on its premises for more than (7) days following the sale.

If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, including all fees, charges and expenses more fully set forth herein, we shall be entitled in our absolute discretion to exercise one or more of the following rights or remedies:

- a) To charge interest at such rate as we shall reasonably select:
- b) To hold the defaulting buyer liable for the total amount due and to commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;
- c) Cancel the sale of that, or any other lot or lots sold to the defaulting purchaser at the same or any other auction, retaining as liquidated damages all payments made by the purchaser;
- d) Resell the property whether at private sale or public auction without reserve, and the purchaser will be liable for any deficiency, cost, including handling charges, the expenses of both sales, our commission on both sales at our regular rate, all other charges due hereunder and incidental damages;
- e) To set off the outstanding amount remaining unpaid by the buyer against any amounts which we may owe the buyer in any other transactions;
- f) Where several amounts are owed by the buyer to us, in respect of different transactions, to apply any amount paid to discharge any amount owed in respect of any particular transaction, whether or not the buyer so directs:
- g) To reject at any future auction any bids made by or on behalf of the buyer or to require a deposit from the buyer before accepting any bids;
- h) To take such other actions as we deem necessary or appropriate; or
- i) To effect any combination thereof.

In addition, a defaulting purchaser will be deemed to have granted and assigned to us a continuing security interest of first priority in, and we may retain as collateral security for such purchaser's obligations to us, any property or money of or owing to such purchaser in our possession. We shall have all of the rights accorded a

secured party under the New York Uniform Commercial Code with respect to such property and we may apply against such obligations all monies held or received by us for the account of, or due from us, to such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or in the case of bank or cashier's checks, we have confirmed their authenticity. In the event the purchaser fails to pay any or all of the total purchase price for any lot and Ander's Auction Inc. nonetheless elects to pay the consignor any portion of the sale proceeds, the purchaser acknowledges that Ander's Auction Inc. shall have all of the rights of the consignor to pursue the purchaser for any amounts paid to the consignor, whether at law, in equity, or under these Conditions of Sale.

Shipping contacts and arrangements:

please contact our office or email us for the shipping arrangement.

Payment details:

Payment must be received within 15 days of the auction! Terms are strictly:

- Cash (in house only)
- Wire transfer (contact Ander's Auction Inc. for wire transfer method)
- Credit cards (MasterCard, Visa, & Discover) (subject to 3.6% convenience fee)
- Debit card over the phone will also be subject to 3.6% convenience fee
- We do not accept credit card with payments over \$2,000.
- Money order, certified check, approved personal or business check with proper identification

We reserve the right to hold merchandise until the check is clear.

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Hours of Operation: Monday - Friday (11AM - 5PM)