

# SHANNON'S

FINE ART AUCTIONEERS

## CONDITIONS OF SALE

Shannon's LLC Fine Art Auctioneers acts solely as an agent for various owners and consignors. It exercises care in describing all items listed and uses judgment in attributing authorship, but offers no guarantee regarding authenticity, condition, or description. The items described in this catalog, which description may be amended by notice or announcement at sale time, are offered for sale by Shannon's LLC as agent for various owners or others authorized to sell the items. Hereinafter, Shannon's LLC is referred to as the Sellers agent. The owners or others authorized to sell the items are hereinafter referred to as Sellers. The person or persons acknowledged by the auctioneer to be the highest bidder on an item shall be hereinafter referred to as the Buyer or Buyers.

Shannon's LLC reserves the right to change the terms of sale by oral announcement. Any such change shall become part of the Conditions of Sale. By placing of a bid, whether present at the sale in person or by agent, by written or oral bid, by telephone or other means, the Buyer agrees to be bound by these conditions of sale.

1. The highest bidder acknowledged by the auctioneer shall be the Buyer. In the event of any dispute between bidders, the auctioneer has the absolute discretion to determine which bidder is the successful Buyer or to re-offer the item in dispute and resell it.
2. In the event of any dispute after the sale, Shannon's LLC's record of the final sale price and of the successful buyer shall be conclusive. Shannon's LLC reserves the right to withdraw any item before or during the sale.
3. Shannon's LLC reserves the right to sell items which are not listed in the catalog.
4. Items in the auction are sold subject to a reserve. Such reserve is confidential, but in no case will the reserve exceed the low estimate. The auctioneer may reject any bid or increment not commensurate with the value of the lot.
5. Order bids are accepted. A deposit may be required. Absent parties may place bids by mail, email, fax or in person prior to the sale. Order bids must be placed 24 hours prior to the day of sale. Shannon's LLC will execute such bids up to the maximum amount specified. Phones must be reserved 24 hours prior to the day of sale. Phone bidders are encouraged to leave a cover bid in case of technical failure. Shannon's is not responsible for errors or omissions in the execution of these bids.
6. A premium of 25% of the successful bid will be applied to the individual hammer price of all lots sold, to be paid by the buyer as part of the purchase price. Purchases made through Invaluable will be subject to an additional 5% charge (30% total buyer's premium) and purchases made online through shannons.com will be subject to an additional 2% charge (27% buyer's premium). Payment may be made by, check, ACH or wire transfer. Visa, MasterCard and Amex may be used up to the amount of \$5,000 per auction. We currently collect sales tax in CT, FL, KS, MA, MI, NE, NJ, NY, OH, OK, PA, RI, VA and WI and remit the appropriate sales tax. If we do not collect sales tax in your state, it is still your responsibility to pay the proper tax on your purchases.

ALL ITEMS MUST BE PAID FOR WITHIN 7 DAYS OF THE SALE, AT WHICH POINT THEY WILL BE RELEASED FOR SHIPMENT OR DELIVERY.

7. Limited Warrantee: Although Shannon's LLC exercises due care in describing the items listed and use good judgment in attributing authorship; it does not make any express or implied warrantee as to such authorship. Notwithstanding, Shannon's LLC may, but shall have no obligation to, consider any reasonable request for refund on the grounds of authenticity of authorship only and only under the following conditions:
  - A. Notification must be made to Shannon's in writing within 7 days of receipt of the item.
  - B. The items must be returned within 28 days of the sale, accompanied by written testimony from a recognized authority that the lot in question is a forgery.
  - C. The limited warrantee does not extend to the lots identified as attributions, school, circle, manner, or after.
  - D. The limited warrantee is applicable only to the original Buyer.
8. All property is sold "as is".
9. As a convenience to the Buyer, Shannon's LLC will make a referral for packing and shipping. This is at the request, expense, and risk of the Buyer, and Shannon's assumes no responsibility for the items or the timing of delivery. Insurance for in transit items is the responsibility of the buyer. All items must be removed within 30 days post sale or a fee of up to \$20 per day will be charged for storage. Items not collected within twelve months of a sale will become the property of Shannon's.
10. Shannon's has retained the Art Loss Register to check all uniquely identifiable items offered for sale in the catalog that are estimated for \$5,000 or more against the computerized database of stolen or lost artwork maintained by the Art Loss Register. A search certificate can be provided by the Art Loss Register for an additional fee. The Art Loss Register does not guarantee the provenance or title of any catalogued item against which they search, and will not be liable for any direct or consequential losses of any nature howsoever arising. The statement is not to affect, detract from, or override Shannon's Conditions of Sale, and in the event of any conflict, Shannon's Conditions of Sale will take priority to the terms of this statement.

BIDDING AT THIS AUCTION, WHETHER IN PERSON, BY AGENT, ORDER BID, TELEPHONE, INTERNET OR OTHER MEANS, CONSTITUTES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE "CONDITIONS OF SALE".

## GLOSSARY OF TERMS

**After:** A work of art or object made in the style of an artist or maker, but not by the artist. Sometimes refers multiples that may have used an artist's mold or plate, but were reproduced by someone other than the artist, including posthumous works. Can also be used to describe a direct reproduction after an original work of art.

**Attributed (attr.):** In our opinion, probably or possibly a work of art by the artist. The work is either unsigned, and/or lacks adequate provenance or authentication by experts in the field.

**Bears Signature:** The work is signed, but the work and signature may not be by the hand of the artist.

**Manner of:** Made in the likeness or style of an artist, with a slight possibility that it was made by the artist or by a follower or student of the artist. Also see "After" and "Attributed".

**Possibly:** Being something that may or may not be true or actual without guarantee.

**Probably:** Supported by evidence strong enough to establish presumption but not proof. We do not guarantee it to be true.

**School:** Usually relates to a particular artistic or aesthetic movement. It can also relate to an actual school or to followers of a particular artist or maker. Also see: "Manner of", "Style", "Attributed to" and "After".

**Style:** After the time period in which the style originated, or a more recent reproduction (ie: Style of Pablo Picasso or Cubist Style), used to refer to the style of a particular artist or artistic movement, generally made long after that time period.