



Auction #66- Modern Art, Glass & Fine Jewelry // December 2, 2018
TERMS & CONDITIONS

Disclaimer:

Ahlers & Ogletree, Inc. reserves the right to refuse individual admission and participation in our auctions, to reject bids at any time, and to withdraw any lot at any time from auction. The terms of this agreement may be modified without notice.

Auctions may be recorded for both audio and video for security and quality assurance.

Registration:

By registering to participate and bid in this Ahlers & Ogletree, Inc. auction, Buyer agrees to the Terms and Conditions of Sale as follows:

Online, Phone, Absentee, and/or In-house Registration:

Ahlers & Ogletree, Inc. reserves the right to request a copy of a valid driver's license and credit card to keep on file and is hereby authorized to process up to 20% of the low estimate on all lots requested for phone and/or absentee bidding. Ahlers & Ogletree, Inc. also reserves the right to process payments using this credit card if the Buyer fails to pay invoice in full within 10 business days of invoice being sent. We do not guarantee that all phone and absentee bids will be fulfilled.

Warranties and Representations:

All property is sold AS IS, WHERE-IS, and without recourse. Ahlers & Ogletree, Inc., for itself and as agent for the seller, makes no warranties or representations of any kind with respect to any Lot. Buyer agrees that in no event shall Ahlers & Ogletree, Inc. be held responsible or liable for the correctness, description, genuineness, authorship, attribution, provenance, period, culture, source, origin, value, or condition of any Lot. Nothing said or done by Ahlers & Ogletree, Inc. shall be deemed a warranty of representation or an assumption of liability by Ahlers & Ogletree, Inc.

Condition:

Condition report statements are generally provided as a courtesy to interested clients upon request and outside of 48 hours of the start of the auction. Such reports state our professional opinion and should not be treated as a statement of fact. As such, Ahlers & Ogletree, Inc. is not responsible for any omissions or errors to these condition reports.

The absence of any reference to the condition of a lot does not imply that the lot is in perfect condition or free of imperfections.

Buyer's Premium:

By placing a bid, bidder has agreed to full responsibility, risk, and liability of Lot, and to remitting full payment including hammer price, applicable sales tax, and respective buyer's premium in the event buyer is acknowledged as highest bidder by auctioneer. ALL BIDS ARE CONSIDERED LEGALLY BINDING AND NON-NEGOTIABLE. Buyer agrees to pay Ahlers & Ogletree, Inc. a buyer's premium based on winning bid amounts as follows:

- In-Person, Phone, or House-Absentee Winning Bids: 21% of any winning bid (18% for cash or check payments).
- Live Auctioneers and Invaluable Winning Bids: 24% of any winning bid, regardless of payment method.

Sales Tax:

All purchases are subject to 8.9% Georgia sales tax unless Buyer has provided a valid tax-exempt certificate to Ahlers & Ogletree, Inc.

Payment and Pick-Up Policy:

ALL SALES ARE FINAL and Non-Negotiable.

Invoices will be emailed within three (3) business days following the auction. It is the responsibility of the Buyer to remit payment and remove their merchandise per the terms of this agreement.

ALL BUYERS: Full payment of invoice and removal of goods is required within ten (10) business days of invoice being sent. After ten (10) business days, the buyer will incur a late payment fee up to 3% of the total invoice price.

Failure to remove purchased merchandise within the stated pick-up time frame will result in ongoing storage fees of \$10.00 per lot, per day plus transportation costs associated with the removal and relocation of the items.

Merchandise left for more than twenty (20) business days after the close of the auction will be considered abandoned and property of Ahlers and Ogletree, Inc.

Payment Methods:

Ahlers & Ogletree, Inc. accepts checks, Wells Fargo direct wire transfers, and credit cards including Visa, MasterCard, American Express and Discover for all purchases. Ahlers & Ogletree, Inc. reserves the right to require payment of wire transfer for all NEW and/or INTERNATIONAL buyers. Please note a flat \$15 fee for domestic wire transfers and a flat \$16 fee for international wire transfers. Credit card payments can be made at www.AandOauctions.com or in person. To access the online payment feature, visit www.aandoauctions.com/how-to-bid/pay-online and have a copy of your invoice for reference. Ahlers & Ogletree, Inc. will not release item(s) for shipment until payment has been cleared through their respective financial institutions. Note there is a \$30.00 fee for all returned checks.

Failure to Pay:

Should Buyer fail to pay the balance of their invoice within 10 days of invoice being sent, or otherwise comply with these Terms and Conditions, Ahlers & Ogletree, Inc. shall be entitled to one or more the following remedies:

- (1) to recover from Buyer all monetary loss arising from the resale of the Lot (including all costs of any resale or attempted resale);
 - (2) to retain any deposit or partial payment paid by Buyer;
 - (3) to recover from Buyer all of its costs and expenses of collection including attorney's fees of fifteen percent (15%) of the outstanding balance, interest on the outstanding balance of up to 3% per month, and other related costs;
 - (4) all other relief and remedies allowed by law. Georgia law applies and jurisdiction and venue over all disputes involving these Terms and Conditions shall be in Fulton County, Georgia.
- NOTE: It is the bidder's responsibility to ensure that the Auctioneer is provided with correct email address for invoice delivery.

Shipping:

Shipping arrangements are the sole the responsibility of the buyer. Ahlers & Ogletree does not offer shipping services. A link to this Company's list of preferred shipping vendors and services will be provided upon receipt of invoice.

Liability:

Ahlers & Ogletree, Inc. assumes no liability for damage to sold property after the hammer falls.

I AGREE TO THE TERMS & CONDITIONS OF THIS SALE.

PRINT NAME

SIGNATURE

DATE