

# **OUR TERMS AND CONDITIONS**

**1. The highest bidder to be the buyer, and if during the auction the auctioneer considers that a dispute has arisen, the lot so in dispute shall be immediately put up again for sale.**

**2. The auctioneer has the right to refuse any bid and to advance the bidding at his absolute discretion.**

**3. a. The seller shall be entitled to place a reserve on any lot and the auctioneer shall have the right to bid on behalf of the seller for any lot on which a reserve has been placed. This bid is announced as a vendor's bid by the auctioneer and is only available up to the reserve price.**

**b. Green Bay Auctions have the right to withdraw or divide any lot or to combine any two or more lots at their sole discretion.**

**4 . a. The buyer may be required to pay the whole or any part of the purchase money, and if he fails to do so, the lot may at the auctioneer's absolute discretion be put up again and resold.**

**b. The premium the buyer shall pay to Green Bay Auctions is 15% on the hammer price together with G.S.T. at the standard rate on the premium.**

**5. a. Each lot is sold by the seller with all faults and defects therein and with all errors of description and is to be taken and paid for whether genuine and authentic or not and no compensation shall be paid for the same.**

**b. Green Bay Auctions act as agents only and neither they nor the seller are responsible for any faults or defects in any lot or the correctness of any statement as the authorship, origin, date, age, attribution, genuineness, provenance or condition of any lot**

**c. Statements in the catalogues, advertisements or brochures of forthcoming sales as to any of the matters specified in (b) above are statements of opinion, and are not to be relied upon as statements of representations of fact, and intending purchasers must satisfy themselves by inspection or otherwise as to all of the matters specified in (b) above, as to the physical description of any lot, and as to whether or not any lot has been repaired.**

**d. The seller and Green Bay Auctions and its employees do not make or give any representation or warranty.**

**e. In any event neither the seller nor Green Bay Auctions are responsible for any representation or warranty, or for any statement in the catalogues, advertisements, or brochures of forthcoming sales.**

**6. Notwithstanding any other terms of these conditions, if within 7 days after the sale Green Bay Auctions have received from the buyer of any lot notice in writing that in his view the lot is deliberate forgery and within 9 days after such notification, the buyer returns the same to Green Bay Auctions in the same condition as at the time of sale and satisfies Green Bay Auctions had considered in the light of the entry in the catalogue the**

**lot is a deliberate forgery then the sale of the lot will be rescinded and the purchase price of the same refunded.**

**7. a. No lot can be taken away during the times of sale, nor can any lot be taken away unless it has been paid for in full.**

**b. All lots are to paid for and taken away at the buyer's expense within two days from sale.**

**8. On failure of a buyer to take away and pay for any lot Green Bay Auctions reserves the right :**

**i. To resell the lot or cause it to be resold by public sale, any money paid in part payment being forfeited, any deficiency attending such resale after deducting all costs incurred in connection with the lot to be made good by the defaulting buyer, and any surplus to be the seller's or:**

**ii. To store the lot or cause it to be stored whether at their own premises or elsewhere at the sole expense of the buyer, and to release the lot only after payment in full of the purchase price together with, the accrued cost of removal, storage and insurance (if any) and all other cost incurred in connection with the lot.**