

TERMS & CONDITIONS

The following Terms and Conditions of Sale represent an agreement between New England Auctions, representing its consignors, and the bidder regarding any items being sold. Bidding on an item indicates your understanding and acceptance of the following Terms and Conditions.

Bidding Information

1) New England Auctions runs live and online auctions, at times concurrently. All purchases represent a contract of sale between the winning bidder and New England Auctions. Arrangements can be made to bid on your behalf as an absentee bidder or to execute phone bids. Phone bids are offered on a first-come, first-served basis and must be arranged in advance of the sale days. All absentee and telephone bidders are required to sign, agreeing to our terms and provide credit card information. New England Auctions makes every effort to execute all bids. New England Auctions cannot be held responsible for missed bids or failure to execute your bid. New England Auctions cannot be held responsible for internet issues or outages as it may affect an auction. At New England Auction's discretion, we reserve the right to not accept a bid or to withdraw an item for any reason. The buyer will be the highest bidder as acknowledged by the auctioneer, who has sole discretion. Any dispute over the auction process is decided solely by New England Auctions and will be deemed final and binding. It is the sole responsibility of the bidder, particularly regarding online bidding, to pay careful attention to the process. New England Auctions will not refund or rescind a sale in which the winning bidder claims to have won a bid mistakenly or unintentionally. Non-paying bidders or bidders that do not abide by these terms will not be allowed to bid at future auctions and may jeopardize their ability to participate in Live Auctioneers, Invaluable or Bidsquare auction sites.

Guarantees

2) There are no warranties of any kind, including but not limited to representations of age, origin, condition, restoration, dimensions, authenticity, provenance, or authorship. Any condition reports, artist, authorship that are part of an item's description are the opinion only of New England Auctions and do not represent facts or guarantees that may substitute for research and inspection of items by the bidder. New England Auctions makes every effort to describe items being auctioned accurately, however written and oral descriptions should in no way be considered a guarantee or accurate. Items auctioned are not new. There are inherent imperfections in old and antique items. Any estimates listed with auction items are solely based upon an approximation of the range within which an item may sell for, as determined by New England Auctions, and in no way represents the value or selling price of those items. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items, or that you have chosen not to examine them. We encourage in-person inspection as well as questions or requests for additional information or images. New England Auctions will not be held responsible for any errors or omissions pertaining to items listed in the catalog. It is the sole responsibility of the bidder to inspect an item prior to bidding to determine size, condition, authenticity and whether there has been restoration or repair. All items are sold as-is, where-is. We do not accept returns and do not give refunds. All sales are final.

Disputes

3) Any dispute of the authenticity, age, condition, or authorship of an item, after the sale, must be made within 14 days of the auction sale date. Written and signed testimony in dispute must be presented within 21 days of the sale date from at least one recognized expert of the artist or object in question. Judgment by an expert based on images is not acceptable. Negative judgement must be absolute, not "possibly", before there is any rescinding of the sale of a

disputed item. Disputed item must be received in the original condition that it was sold in, within 28 days of the sale date. Any damage or alteration, shipping damage, cleaning, however minor, will disqualify an item for a refund. The agreement to rescind the sale is at the sole discretion of New England Auctions. If agreement is made, New England Auctions will refund the buyer an amount of the purchase price plus sales tax, if applicable. New England Auctions will not reimburse for any shipping costs associated with the return of the said item. By bidding with New England Auctions the bidder agrees to these terms regarding returns.

Payment

4) Payment for purchases must be received within 14 consecutive days of the auction. A late fee charge of 1.5% of the invoice total will be charged for payments past due. We accept payment in cash, check, wire transfer and most credit cards. Payments made using credit cards are assessed an additional fee of 3.8% of the purchase price, which includes the buyer's premium and sales tax if applicable (see below). Please call the gallery at 475-234-5120 to pay by credit card. We do not accept credit card payment for JEWELRY, CARPETS, COINS, SILVER, unless paying through the Live Auctioneers payment portal. If items are paid by a buyer unknown to us, shipping could be delayed. If paying by credit card, we do not allow shippers to ship to an address that is not associated with the credit card being used. International bidders must pay by wire transfer. There is a \$25 wire transfer fee. Invoices over \$5000 must be paid by cash, check or wire transfer. Checks should be made out to New England Auctions and mailed to: New England Auctions, 14 Business Park Drive - Unit 5, Branford, Ct 06405. Buyer's Premium 5) The hammer price, as executed by the auctioneer, is the final sale price. A buyer's premium of 25% is added to all hammer prices of lots purchased through New England Auctions internet platform or in-house absentee, phone bidding or live bidding. A buyer's premium of 28% will be added to the hammer prices for lots purchased through the Live Auctioneers, Bidsquare and Invaluable internet platforms. Sales tax and credit card fee, if applicable, are added to the hammer price and, along with the buyer's premium, constitutes the total final purchase price.

Sales Tax

6) All sales are subject to Connecticut sales tax unless the buyer holds a valid tax exempt/resale certificate (from any state) and submits a signed and dated State of Connecticut Sales & Use Resale Form with their tax-exempt information prior to release of the purchases, even for tax exempt bidders who will be having their items shipped out of state. This form is available at neauction.com and must be updated every 12 months. We do not collect sales tax on items shipped to other states unless a particular state's sales tax nexus has been met. Sales to out-of-state buyers without a resale certificate, that are picked up by the buyer's representative, will be charged Connecticut sales tax unless the representative is a licensed commercial shipper and provides a Bill of Lading with their DOT # at the time of pick up.

Shipping/Pickup

7) Arrangement and costs of shipping are the responsibility of the buyer. New England Auctions does not ship or arrange shipping. All shipping is outsourced. All buyers and shippers must come prepared with appropriate packing materials and help for heavy items. Our staff will not be available to help move heavy items. If payment is made by check, items will be held 7 business days before an item is released for shipping. Items can be picked up in person or by a shipper at 14 Business Park Drive - Unit 5, Branford, CT - BY CONFIRMED APPOINTMENT ONLY. Please contact the gallery 24 hours in advance to make an appointment. Pickup can be scheduled for Monday through Friday between 9am - 3pm beginning the Monday after the date of the auction. Please note that all first-time buyers that wish to pick items up in person must pay with cash. To help expedite shipping, lots will be released to Village Express after payment has

cleared. If you wish to use an alternate shipper, please send an email immediately. A list of local shippers includes: The Village Express, Branford, CT 203-481-7426 or (vexpress@comcast.net), Attn: Kristen. The UPS Store #5105 at 203-772-4445 or (store5105@theupsstore.com), Attn: Manjit. The UPS Store #2233, Wallingford, CT at 203-949-0050 or (store2233@theupsstore.com), Attn: Jim or Adam. Couriers (for licensed transport across state lines): Outward Bound Courier Logistics, Dalton, MA at 413-854-3676, Attn: Alan or Ben. GNLE Delivery, Stockton, NJ at 908-256-3947, Attn: Kieran Giannelli. For fine art, furniture, and shippers that crate: Maquette FAS CT, Branford, CT at 203-640-8453, Attn: Kevin. Plycon Transportation Group 631-269-7000. Codogan Tate 718-689-7969. US ART 718-986-6500. Purchased items that have been paid for but not picked up or shipped from our auction facility within 24 days of the auction will be stored at a rate of \$5 per day per lot. Storage fees and late fees must be paid before items are released. There are no exceptions. Items not picked up within 30 days of the auction date will be considered in default and become the property of New England Auctions. ***

Bid Increments

Start	Increments (\$)
\$0	\$25
\$500	\$50
\$1,000	\$100
\$2,000	\$200
\$5,000	\$500
\$10,000	\$1,000
\$20,000	\$2,000
\$50,000	\$5,000
\$100,000	\$10,000
\$300,000	\$25,000
\$500,000	\$50,000