

TERMS AND CONDITIONS OF SALE



- 1 Your bidding on items indicates your acceptance of the following Terms and Conditions of Sale by Copley Fine Art Auctions, LLC. These terms are subject to amendment before or during the sale. Copley Fine Art Auctions, LLC operates as an agent of the seller only, and is not responsible in any way in the event the seller or buyer fails to fulfill their respective agreements. In all instances the auctioneer's interpretation of these conditions is final and binding on all bidders.
- 2 All bids are per lot as numbered in the catalog unless otherwise announced by the auctioneer. The sales price shall consist of the final bid price plus the buyer's premium, plus any applicable sales tax. A buyer's premium of 20% (23% for online bidding) of the final bid price up to and including \$1,000,000, plus 15% of the final bid price over \$1,000,000, will be applied to each lot sold, to be paid by the buyer as part of the purchase price.
- 3 The auctioneer reserves the right to reject any bid that, in his opinion, is not commensurate with the value of the lot.
- 4 The auctioneer has the sole right to re-offer a lot and/or settle disputed bids. The record of sale kept by the auction house will be taken as final in the event of dispute. Additionally, items may be withdrawn at any time prior to the offering of each lot.
- 5 Except with respect to the guarantee for decoys as set forth below in paragraph 6, all goods are sold "as is" and all sales are final with no exchanges or refunds. Copley Fine Art Auctions, LLC and its consignors make no representations or warranties as to merchantability, fitness for a particular purpose, the correctness of the catalog or other description of physical condition, quality, size, medium, importance, rarity, provenance or historical relevance of any property, and no statement made at the sale, or in the bill of sale, or invoice, or elsewhere shall be deemed such a warranty or representation or an assumption of liability. The purchaser assumes complete responsibility for items at the fall of the hammer.
- 6 The Copley decoy team is committed to accurately cataloging all decoys. To this end, all decoy lots in this catalog carry guaranteed condition reports. Copley encourages all potential bidders to contact our decoy specialists at least seven days before the auction with any questions or concerns regarding condition. In many cases, Copley will be able to provide X-ray and UV analysis on select lots. Please note that the auctioneer reserves the right to amend these written reports verbally from the podium at the time of sale. Please note that absentee bids may not be executed on decoys that are affected by any amended condition reports. Since opinions can differ in the matter of condition and age, Copley Fine Art Auctions, LLC will be the sole judge in the matter of refunds. If we fail to identify a flaw that significantly impacts the decoy's value, the purchaser may return the decoy.

Duration of Guarantee: Any request for refund of any decoy lot in the auction must be within 48 hours of receipt of the decoy. It is the purchaser's responsibility to examine the decoy and identify in writing any flaw or flaws that significantly impact the value of the lot. In order to be eligible for the guarantee, Copley Fine Art Auctions, LLC must receive payment for the decoy within 7 days of the conclusion of the auction. Receipt of the decoy by the purchaser must take place no more than 21 days after the fall of the gavel. Please note that it is the purchaser's responsibility to arrange pick-up or shipping of the lot. The guarantee in all cases will end 21 days after the fall of the gavel.
- 7 Successful bidders are to pay for their purchases during or immediately after the sale or upon receipt of an invoice, unless other arrangements have been authorized in writing by the auction house. Payment may be made by cash or good check payable to Copley Fine Art Auctions, LLC. The auction house reserves the right to hold property until checks clear. A monthly service charge of 1.5% will be added to unpaid balances beginning 30 days after the sale date. A \$50.00 fee will be added for returned checks. If a check fails to clear after the second deposit, the purchaser will be held responsible for any and all fees incurred until we have collected good funds.
- 8 If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Copley Fine Art Auctions, LLC may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale, and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has failed to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.
- 9 Condition reports are not included in this catalog. It is the responsibility of prospective bidders to examine lots and decide their level of interest. Neither the auctioneer, Copley Fine Art Auctions, LLC, nor the consignor is responsible for the accuracy of any printed or verbal descriptions. Copley Fine Art Auctions, LLC strongly encourages clients to personally examine lots prior to the auction so as to best determine condition of lots. Due to the high volume of condition requests, Copley Fine Art Auctions, LLC reserves the right to reject requests at its sole discretion. All weights and measurements are approximate.
- 10 Some of the lots in this sale carry reserves or minimum selling prices. This is a confidential figure set by the consignor and the auction house below which a lot will not be sold. The reserve will not exceed the low estimate, and the auction house will execute the reserve bids by bidding for the consignor. Estimates are subject to change at any time prior to the offering of each lot.
- 11 Absentee and telephone bids will be executed when possible as a convenience to customers; the auction house will not be held responsible for any errors or failures to accurately execute bids. All absentee and telephone bids must be received at least 24 hours before the start of the sale.
- 12 Buyers wishing to pick up items after the auction at our office may do so only by appointment. We kindly ask that all items be removed from our warehouse within 30 days of auction end to avoid a \$5 daily storage fee.
- 13 Shipping is the responsibility of the buyer. Upon request, we will provide a list of shippers who deliver within the United States and overseas. Once your payment has cleared, items may be released for shipment. Copley Fine Art Auctions, LLC shall have no liability for any loss or damage to such items. Buyers should allow up to four weeks for shipment.
- 14 Copley Fine Art Auctions, LLC may, at its discretion and at the buyer's request, package and ship sold items as directed by the purchaser. In such instances 1) the buyer shall prepay all related expenses, and 2) the buyer agrees that all packaging, handling, and shipment is at the sole risk of the purchaser, and Copley Fine Art Auctions, LLC shall have no liability for any loss or damage to such items. Buyer should allow up to four to five weeks for shipment.
- 15 Some property sold at auction can be subject to laws governing export from the United States, such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute delay or cancellation in payment for the total purchase price of these lots.
- 16 Bidding increments will normally follow the pattern below, but may vary at the sole discretion of the auctioneer:

Estimate	Increment
To 950	50
1,000 - 2,400	100
2,500 - 4,750	250
5,000 - 9,500	500
10,000 - 24,000	1,000
25,000 - 47,500	2,500
50,000 - 95,000	5,000
Over 100,000	at auctioneer's discretion
- 16 Copley Fine Art Auctions, LLC is the owner of the images of each lot offered for sale, and may use such images at any time at its sole discretion for advertising, publicity, and for archival purposes.
- 17 If you are bidding as an agent for another individual or company, and you execute a bid on behalf of someone else under your bidder number, then you are responsible for the settlement of that account.
- 18 In no event will the liability of Copley Fine Art Auctions, LLC to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.
- 19 Any legal disputes arising from this auction shall be settled in the court system of the Commonwealth of Massachusetts.