

AUCTION TERMS AND CONDITIONS



CONDITIONS OF SALE

1. The highest bidder of each lot shall be the purchaser thereof. If any dispute arises as to the highest bidder, the Auctioneer shall determine the dispute and may put up again and re-sell the lot in respect of which the dispute arises.
2. The bidding and advances shall be regulated by and at the discretion of the Auctioneer.
 - 2.a. Where an agent purchases on behalf of an undisclosed client such agent shall be personally liable for payment of the purchase price to the Auctioneer and for safe delivery of the lot to the said client.
3. The Auctioneer reserves the right to bid on behalf of the clients and vendors, but shall not be liable for errors or omissions in executing instructions to bid.
 - 3.a. The Auctioneer reserves the right before or during the sale to group together lots or split up and/or withdraw any lot or lots.
4. Each lot shall be at purchaser's risk from fall of hammer and must be taken away at his or her expense by a purchaser.
 - 4.a. On no account will lots be dispatched or delivered before payment. If any purchaser fails to pay in full for any lot such lot may at the Auctioneer's discretion be put up for Auction again or sold privately; if upon such a re-sale a lower price is obtained for such a lot than was obtained on the first sale the difference in price and expense of such a re-sale shall be made good by (and debt due from) the purchaser in default upon the first sale.
5. The Auctioneer shall not be liable for any default of the purchaser.
6. Unless otherwise indicated each lot is sold as genuine and properly described.
 - 6.a. If after the sale the purchaser of the lot shall prove it to be not genuine or wrongly described the purchaser shall be at liberty to reject the lot provided he or she (i) gives notice in writing to the Auctioneer of intention to question as the case may be the genuineness or description of the lot, AND (ii) within ten days of the sale (or in exceptional cases such time as may be in the Auctioneer's discretion be allowed for expertising) returns such lot to the Auctioneer. NOTE: The onus of proving a lot to be not genuine or wrongly described lies with the purchaser. Proof of the inability of an Expert Committee to express opinion will not discharge such onus.