

## TERMS AND CONDITIONS OF SALE

Though all description and commentary are believed to be correct, neither Auctioneer or Consignor makes any warranties or representations of any kind with respect to merchandise. Buyer shall not rely on the Auctioneer, employees, the catalog description, or advertisements in any part, and must rely only on his own inspection and opinions of all items. No employee is authorized to make any warranties, expressed or implied, on behalf of Slawinski Auction Company. **ALL ITEMS SOLD AS IS, WHERE IS, NO GUARANTEES.**

The Auctioneer is acting as agent only and is not responsible for acts of its principals. If any dispute arises, the Auctioneer's word is final.

This auction is being conducted in pursuant to section 2328 of the commercial code, 535 of the penal code and all provisions of the auction license act. In accordance to the California state law, all items are subject to a reserve unless otherwise stated. Auctioneer reserves the right to withdraw any lots from the sale or cancel a sale at the Auctioneer's discretion. The Auctioneer reserves the right to reject any bid or eject any person from the premises.

Slawinski Auction Company and its employees shall not be held liable for any damages or accidents that may result from handling, lifting, moving, loading and packing of purchases.

### PAYMENT

A. Payment (*absentee & phone bidders*) Payment terms are approved check, money order, cashier's check. We may require payment by bank wire transfer. In either case payment must be paid in full within 5 business days of sale, otherwise Auctioneer may resell merchandise at public or private sale and retain 20% deposit as liquidated damages. Auctioneer may, at his discretion, hold purchases until check clears.

B. Payment (*onsite bidders*) Payment terms are cash, approved check, money order, cashier's check or visa/mastercard. We may require payment by bank wire transfer. In either case payment must be paid in full day of sale, otherwise Auctioneer may resell merchandise at public or private sale and retain 20% deposit as liquidated damages. Auctioneer may, at his discretion, hold purchases until check clears.

**A buyer's premium of 15% applies to all sales.** The buyer's premium is added to the price knocked down by the Auctioneer. If you are the successful bidder on a lot at \$100, your invoice will include a buyer's premium of \$15 for a total of \$115. State and local sales taxes (9%) are applied to all purchases unless a valid resale number is on file or buyer is taking delivery out of California through a common carrier.

### ABSENTEE / PHONE BIDS

Absentee bids are accepted. Phone bids are accepted at the Auctioneers discretion. Slawinski Auction Company shall not be held responsible or liable for bids that are missed or otherwise not executed.

Bidders not present are required to register for phone bidding no later than 6pm the day prior to the auction, and absentee bidders must be registered no later than 9am on auction day. Phone bidders will be called from the auction house. No incoming calls are taken auction day. As each item is sold the phone bidder's agent will announce the bid price. Failure to immediately object constitutes acknowledgement of the purchase at the announced price. Phone bidders should confirm the hammer price after any successful bid.

### STORAGE

Removal shall be at the expense, liability and risk of the purchaser. All arrangements for removal must be at convenience of Slawinski Auction Company. We can suggest names and phone numbers of appropriate firms to assist with delivery. If arrangements can't be made within 5 days of sale, items may be removed and stored at the expense and risk of the buyer. After 5 days a storage fee of \$5 per day thereafter shall be charged. Auctioneer shall apply any deposit to loss, damages, and expense incurred in the resale of goods not paid for in full or removed in the time specified and shall retain any balance as liquidated damages. After 90 days items shall be considered abandoned. All items sold AS IS, WHERE IS. ALL SALES FINAL.

### GLOSSARY FOR ART TERMS

The following are examples of terms used in our catalogs. Please note that all statements and terms are subject to our CONDITIONS OF SALE. Slawinski Auction Company and the consignor make no warranties with respect to authorship, medium, size, condition or other attribute of an art work. **All statements are to the best of our knowledge.**

#### (ARTIST OR MAKER)

This indicates that the work is, in our best judgment by the named artist or maker. No unqualified statement as to authorship is made or intended.

#### ATTRIBUTED TO (ARTIST OR MAKER)

In our best judgment, probably a work by the named artist or maker, but less certainty than the preceding category.

#### BEARING THE SIGNATURE, (ARTIST OR MAKER)

Although the work is apparently signed by the named artist, no claim to authenticity is implied.

#### STYLE OF (ARTIST OR MAKER); MANNER OF (ARTIST OR MAKER); or AFTER (ARTIST OR MAKER)

Any of these categories indicate that the work resembles the named artist, may bear their signature, but in our best judgment is not by the named artist. In the case of prints, etchings, or engravings the work may be a restrike dating from after the artist's lifetime.

o/c oil on canvas

o/b oil on board

o/p oil on panel

w/c watercolor attrib attributed