



## Terms & Conditions

**Please Note Our Terms of Sale have recently changed. By registering to bid on this auction you agree to the following terms and conditions. Payment is due for your item(s) upon receipt of invoice. Telephone and absentee bidders will be notified by both telephone and e-mail within two days of sale end. We accept payment in the form of cash, check, money order, wire transfer, PayPal, Visa, MasterCard and Discover.**

1. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability of any other kind, express or implied. All artists' names and dates recorded in this catalog are not to be taken as unqualified attributions to the artists named. No attributions to any artist or date are made or intended as to authorship or date of execution. Therefore, none of the property in this catalog is subject to any guarantee of authenticity and/or provenance and all of the property is sold as is. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as you desire, or that you have chosen not to examine them. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials, provenance or any other feature of items being sold. We recommend prospective bidders to examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. We do not give refunds. All sales are final. No statement written or oral made by the auctioneer or any employee of Kaminski Auctions shall be deemed a warranty or assumption of liability by Kaminski Auctions or by any seller represented by Kaminski Auctions.
2. Bidding will begin at a price appropriate in auctioneer's discretion. The auctioneer always reserves the right to withdraw a lot for any reason. At the auctioneer's discretion, no bid of less than one half the low estimate will be accepted from any source: phone bidding, absentee bidding, internet bidding, or bidding in the gallery unless authorized by the Auctioneer. All lots in this catalogue are offered subject to a reserve, which is the confidential minimum hammer price at which a lot will be sold. In executing a reserve, the auctioneer has the right to bid on behalf of the Consignor, whether by opening bidding or continuing bidding in response to other bidders until reaching the reserve. If the reserve is not met, the Auctioneer has the right to withdraw the item from the sale.
3. Once we declare that an item is sold, we cannot reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying 'sold'. When the auctioneer declares the item as sold, the title of property transfers to the successful bidder. We reserve the right to reject any bids deemed inappropriate or to withdraw any item(s) for lack of appropriate bids. If an item is withdrawn from the auction it will be offered again only at the auctioneer's discretion.
4. Payment must be made by cash, approved check, PayPal, wire transfer, or MasterCard, Discover and Visa credit cards. We reserve the right to require bank checks for large purchases. Buyers not known to us who wish to write a check must provide upon request, a current letter of credit from their bank guaranteeing funds for that account. Credit arrangements must be made by the Friday prior to the day of auction so bank statements can be verified. We reserve the right to not issue a bidder number or to withhold merchandise if appropriate credit has not been established. We require wire transfers or Credit cards for international buyers.
5. All absentee and telephone bidders are required to sign and agree to these terms and conditions, as well as provide Kaminski Auctions with a valid credit card having an available balance equal or greater to 20% of the final hammer price of the items bid on. Purchases made totaling \$5,000 or more require a 20% payment at time of purchase and the remaining balance must be paid in full with check, cash, credit card or wire transfer within 5 days. In the event the credit card limit will not cover the aforementioned 20%, Kaminski Auctions reserves the right to continue collection attempts under the fullest extent of the law. Bidding on an item indicates the client's acceptance of our Terms of Sale. In the event the buyer does not pay in full within five days of the sale, the buyer is in default, therefore title has not exchanged. In the event of a buyer default, the buyer agrees to pay Kaminski Auctions a 20% default fee and releases title of that said item.
6. We are pleased to offer online bidding for prospective bidders who cannot be present at the auction. Absentee bids are executed competitively and confidentially. All reservations for phone bidding are held in the strictest confidence and must be received by 5 pm the day before the auction. No additional phone bids can be accepted on the day of the auction including additions when speaking with a staff person on the phone. Leaving an absentee or phone bid on a lot indicates your willingness to open the bidding at one half the printed low estimate, and gives the auctioneer the authority to open the bidding at that level. Kaminski Auctions shall have the right to withdraw any item at any time for any reason and to void any sale in the event of an error or dispute.
7. In the case of identical absentee bids, the bid received first will prevail. Bids left on liveauctioneers.com are not executed until the item is offered in the live auction and the order in which they are received is not a factor. We sell 70-100 lots per hour.
8. In our experience, cellular phones are not always dependable, and we recommend phone bidding reservations be made on land lines. We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations. Submitting absentee bids or bidding by phone does not imply an extension of credit. Please see numbers 4 and 5 above.
9. Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay in advance all packing expenses, materials, carrier fees and insurance charges. At our discretion, items will either be packed by an agent such as a packaging store or Kaminski Auctions. Please allow two weeks for shipping after payment is received. Shipment of large items is the responsibility of the purchaser. We are happy to provide names of carriers and shippers if a purchaser so requests. Kaminski Auctions will have no liability for any loss or damage to shipped items.
10. Note to internet absentee bidders. We do not accept cut bids. We always encourage bidders to bid by phone or to leave absentee bids through our gallery to avoid such a situation.
11. All purchases are subject to applicable Massachusetts sales tax unless the Massachusetts Certificate of Resale tax form is fully and completely filled out and received prior to time of purchase. Resale tax numbers from other states are accepted. International buyers are responsible for tariffs, taxes, or assessments of shipped items to the buyer's country. Items shipped out of state are not subject to sales tax.
12. Bidding on an item indicates your understanding and acceptance of these Terms of Sale. If a purchaser breaches any of these Terms of Sale, including the obligation to pay for purchased items, Kaminski Auctions may seek all remedies under the law including canceling the sale and reoffering the property without reserve.
13. A buyer's premium will be applied to the purchase price of all items: 20% if bidding live, by phone or by absentee bids. All online Internet bidding shall have a 23% buyer's premium added to the highest bid.
14. Purchased items not picked up from our auction facility within ten business days of the auction will be moved to Beverly Moving and Storage located at 117 Elliott St. Beverly Ma unit 4. All items not picked up within 10 business shall be assessed a storage fee of \$5.00 per day, per item. You authorize us to re-sell on your behalf any item not picked up within 30 calendar days. The costs of storage, plus any other costs directly related to the item, and an auctioneer's commission of 20%, will be subtracted from the proceeds unless other arrangements have been made with Kaminski Auctions. The minimum charge will be \$50.
15. Please note that lots containing ivory, tortoiseshell, or other animal materials may be subject to regulations imposed by the Endangered Species Act and by the United States Fish and Wildlife Department. Some countries prohibit the importation of property containing materials from endangered species, and prospective purchasers should familiarize themselves with relevant customs regulations prior to bidding if they intend to import these lots into another country. Buyer is responsible for any and all CITES permits.
16. All photos and descriptions posted on LiveAuctioneers or any internet platform are property of Kaminski Auctions and are subject to US copy write laws. No photo or description may be used without written approval by a Kaminski Auction agent. Use of unauthorized photos and descriptions could incur penalties.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**I understand that Frank C. Kaminski, Inc. will execute bids as a convenience and will not be held responsible for any errors or failure to execute bids. I understand that my bids are placed subject to the terms and conditions of sale as state above, and that I will be responsible for the purchase price and buyer's premium, as well as all applicable local and state taxes and separate shipping costs. I hereby authorize Kaminski Auctions to charge my credit card for 20% of my purchases as a good faith deposit of items won in this auction at the time of the sale. I understand these charges may be reversed in the event a different form of payment is agreed upon by Kaminski Auctions. In the event my credit card is declined for a minimum deposit of a 20% of my purchases, Kaminski Auctions reserves the right to sell the item to the under bidder at its discretion. I have read the above terms and conditions and I hereby agree to them. Shipment will not be made until full payment has been received.**