

CONDITIONS OF SALE

The property listed in this catalog will be offered and sold by Pacific Galleries as owner or as “Agent for Consignor,” subject to the terms and conditions set forth on this page.

PROPERTY OFFERED FOR SALE

All Articles or Lots Sold “As Is”—Pacific Galleries and the Consignor assume no risk, liability, or responsibility for the authenticity of the authorship of any property identified in this catalog (that is, the identity of the creator or the period, culture, source of origin, as the case may be, with which the creation of any property is identified herein.) All property is sold “as is” and neither Pacific Galleries nor the Consignor make any warranties or representations of any kind, or nature, with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, of description, authenticity, attribution, provenance, age or condition of the property. No statement in the catalog, made at the sale, on the bill of sale or invoice, or elsewhere, shall be deemed such a warranty or representation or an assumption of liability.

Conditions to Cancel a Sale—Notwithstanding the preceding condition, if within seven (7) days of the sale of any lot, the purchaser gives notice in writing to Pacific Galleries that the lot so sold is counterfeit and, if within ten (10) days after such notice the purchaser returns the lot in the same condition as when sold, and proves beyond a reasonable doubt that the returned lot is in fact a counterfeit and that this was not indicated by a fair reading of the catalog, the sale will be rescinded and the purchase price refunded.

Right to Withdraw—Pacific Galleries reserves the right to withdraw any property at anytime prior to the sale.

Oriental Rugs—Pacific Galleries attempts to accurately describe rugs and identify their country of origin. Our guarantee on rugs extends only to the fact that a carpet is hand-made. Indications of pattern, region and origin should be considered as probable and are in no way guaranteed.

AUCTION PROCEDURE

Registration—Pacific Galleries requires each bidder to fill out a registration form before receiving a bidder’s paddle. A valid driver’s license and a major credit card, or cash deposit will be required.

Acceptance of Bids—Pacific Galleries reserves the right to reject a bid from any bidder. Pacific Galleries will not knowingly accept a bid from the consignor of any lot.

Sale to Highest Bidder and Disputes—The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have sole and final discretion either to determine the successful bidder or to re-offer and re-sell the article in dispute. If any dispute arises after the sale, Pacific Galleries’ record of sale shall be conclusive in all respects.

Reserve by the Consignor or Seller—Unless the sale is advertised and announced as a sale without reserves, each lot is offered subject to a reserve and Pacific Galleries may implement such reserves by bidding through its representatives on behalf of the consignor. When bidding Pacific Galleries will use bidder #: 23, 50, 444, 900, 983.

Absentee Bids—Pacific Galleries, without charge for its services, may undertake to make bids on behalf of responsible persons approved by it, subject to the conditions of sale and to such other terms and conditions as it may prescribe. Pacific Galleries reserves the right, however, to decline to undertake to make such bids, and when undertaking to make such bids shall in no event be held responsible for failure to correctly enter such bids. Pacific Galleries also allows for bids of no less than \$500 to be made via telephone during the auction. In this instance, the buyer must notify the staff and fill out the appropriate forms.

Payment and Title Transfer—Upon the fall of the auctioneer’s hammer, or the statement of “Sold”, title to the offered lot passes to the highest bidder who thereupon (a) assumes full risk and responsibility therefore, and (b) will pay the full purchase price therefore, or such part as Pacific Galleries may require. Sales Tax Collected—Unless exempted bylaw from the payment thereof and proper documentation supplied to Pacific Galleries, the purchaser will be required to pay the Washington State sales tax.

Receipt to be Presented to Claim Articles—No article shall be delivered to a purchaser until a paid receipt has been presented. Pacific Galleries will make deliveries or purchaser may on request facilitate the employment of carriers and packers for the purchaser’s account, however, Pacific Galleries will not be responsible for their acts in any respect whatsoever.

Buyer’s Premium—On each lot the total purchase price payable shall be the sum of the final bid (the “sold” or “hammer” price) plus the buyer’s premium. The buyer’s premium is 15% for Estate auctions and sales and 18% for Art & Antiques auctions. Items paid for via cash or check and removed within one (1) day of the sale will receive a 3% discount on the buyer’s premium.

Removal of Purchased Merchandise—All property shall be removed by the purchaser at their expense no later than seven (7) days following the Auction, and if not removed, Pacific Galleries reserves the right to re-sell the item under the terms and conditions of the Consignment Agreement. Storage can be pre-arranged at a rate of five percent (5%) of the purchase price, not to be less than \$25 per invoice, per week, starting the second week after the auction.

Default on Sale—If any of the foregoing conditions or any other applicable conditions are not complied with, in addition to other remedies available to Pacific Galleries and to the Consignor by law, including without limitation the right to hold the purchaser liable for the bid price, Pacific Galleries, at its option, may either (a) cancel the sale, retaining as liquidated damage all payments made by the purchaser, or (b) resell the property on three days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for the payment of any deficiency plus all costs, including warehousing, the expense of both sales, and Pacific Galleries commission at its regular rates and all other charges due hereunder plus incidental damages, and (c) charge the full amount to the buyer’s credit card of the purchase with all applicable fees and continue charging storage until all purchases are removed.

Dispute—In the event of dispute regarding any matter governed by this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, for all matters relating to this Agreement before, during and after suit, trial and appeals, including but not limited to expert witness fees and deposition costs, and costs of collection proceedings.