

# 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lot is in fact a counterfeit and that this was not indicated by a fair reading of the catalog, the sale will be rescinded and the purchase price refunded.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 #: 11, 22, 33, 44, 55, 66, 77, 88, 99, 444, 944.

**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.

**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 25%. An additional 5% fee is added to purchases made through Invaluable.com/eBay.com/AuctionZip.com or their affiliates, for a total buyer's premium of 30%.

**Removal of Purchased Merchandise**—All property shall be removed by the purchaser at their expense no later than seven (7) days following the Auction. If items are paid for, but not removed within three weeks (21 days) of the sale, items shall be considered abandoned and Pacific Galleries will own abandoned items. Pacific Galleries reserves the right to donate or re-sell abandoned items at the company's discretion.

Storage can be prearranged 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.

## GLOSSARY OF TERMS

### IN THE STYLE OF...

In conjunction with a period e.g.:

“A Louis XVI-style...” in our opinion the piece is a later work (of any date) and not of the period.

### ATTRIBUTED TO...

In our opinion the piece is probably a work by the artist in whole or in part.

### UNATTRIBUTED

In our opinion the piece is not a work by the artist in whole or in part.

### WORKSHOP OF ...

In our opinion a work executed in the workshop of the artist, possibly under his supervision.

### SCHOOL OF / MANNER OF...

In our opinion a work executed in the artist's style but of a later date.

### EDITION

When available, we state relevant information regarding the edition of a described print. Should the edition number be indicated by a number reading “1/10,” this will be described and will indicate that the piece is the first of an edition of ten, and so on.

### CIRCA

The term “circa” when followed by a date in descriptions indicates that we believe, to the best of our knowledge, the item was manufactured or crafted within ten years of the stated date.

### SIGNED

When in a description, this indicates that the piece has a signature or monograph which we believe is rendered in the artist's. Any serious question or doubt about the authenticity of a signature or monograph will be indicated by (?). When mechanically produced artist signatures occur within the field of the image, they are normally referred to as “signed in the plate.”

### DATED

When mentioned, a work is inscribed with a date we believe to be consistent with its age.

### CONDITION

Within reason, we try to examine all objects, furniture, and works of art for damage and describe condition to the best of our abilities. We are always willing to look for specific damage for anyone who asks, and make every attempt to characterize defects to bidders in person, over the telephone, in writing, and in our catalog. Many items are described with the term “note condition,” which indicates a defect which may not be apparent to the naked eye. Bidders bear the responsibility for pursuing information regarding damage, as much of the matter of condition is up to a bidder's personal standards. This statement in no way negates the *Conditions of Sale* which is present in all catalogs, and is stated in each bidder's agreement.

### RUGS AND CARPETS

Carpets presented are hand-knotted woven on a cotton warp unless otherwise specified. Dimensions given are measured to the nearest six inches. Every effort is made to maintain accuracy when dating and describing carpet offerings, and such scholarship is often a matter of opinion.

### SIZE

When measuring items, we do so in feet and inches (indicated as 12'3" for twelve feet three inches and 1.75" for one and three quarter inches) and we measure as best we can to the nearest quarter-inch.

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*Pacific Galleries bears no responsibility for any error or omission in catalog description, nor are any such omissions or errors deliberate. Any condition statement is given as a courtesy to a client, is only an opinion and should not be treated as fact. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging. Auction items are sold as is to the highest bidder. Auction bidders are strongly recommended to preview lots prior to bidding, preview days are always the Friday and Saturday prior to the first auction session.*

If applicable, **before bidding on firearms**, please check your local regulations and also have a current firearms permit for your state. International firearms bidders, please send contact information for a USA firearms broker, through whom we will need to ship your item.

Any items made of or incorporating, **ivory, whalebone or tortoiseshell**, regardless of age or value, may require a license or certificate prior to exportation and require additional licenses or certificates upon importation to any country outside the United States.

We strongly suggest that buyers check local government regulations regarding **wildlife import** prior to placing a bid. It is the buyer's responsibility to obtain any export or import licenses and/or certificates or other required documentation.