

## **Fuller's LLC (The "Auction Company") Terms and Conditions of Sale**

1. This auction is a public sale conducted by a Pennsylvania licensed and bonded auctioneer.
2. The highest bidder acknowledged by the auctioneer will be the Buyer. In the event of any dispute between bidders, or in the event of doubt as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, Fuller's LLC's sale record is conclusive.
3. All property is sold "AS IS" and neither Fuller's LLC nor the Consignor makes any guarantees, warranties or representations, expressed or implied, with respect to the property or the correctness of the catalog or other descriptions of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property or otherwise, except where applicable under the terms of guarantee. Cameras or objects are not guaranteed to be in working condition. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation. All bidders are responsible for obtaining condition reports and/or personally inspecting the property before bidding to determine its condition, size, and whether or not it has been restored. Any items purchased and removed from the auction cannot be returned.
4. Fuller's LLC reserves the right to withdraw any lot and/or property before the sale.
5. The auctioneer reserves the right to reject any bid which, in his opinion, is not commensurate with the value of the article being offered. The auctioneer may also reject any bid that may be determined as having a harmful effect on the item in question or the sale as a whole.
6. All bids are by numbered lots in the catalog unless otherwise announced by the auctioneer.
7. Some of the lots in the sale may be subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Fuller's LLC below which the lot will not be sold. A representative of Fuller's LLC will execute such reserves by bidding for the consignor. The reserve will never be higher than the low estimate.
8. Title of each lot passes when the auctioneer says "SOLD". Thereafter, any loss by fire, theft, breakage, or any other cause is the sole responsibility of the Buyer. Merchandise must be packed and transported by the Buyer at his/her own risk and expense. Shipping is the responsibility of the Buyer. If any employee or agent of Fuller's LLC packs or transports the merchandise, it is fully at the risk, responsibility and expense of the Buyer and Fuller's LLC shall not be liable for any loss or damage that may be caused by such employee or agent. The Buyer is responsible for any duties and taxes related to international shipments.

9. A buyer's premium will be added to the successful bid price and is payable by the Buyer as part of the total purchase price. The buyer's premium for each individual lot is 18% of the successful bid price. Buyer is responsible for all wire transfer fees. This amount will be added to the successful bid price of each lot purchased and is payable by the Buyer together with the applicable sales tax, which is applied to the total cost of the purchase. **Payment is due no later than 15 days after the auction date.** All bidders must submit a MasterCard or Visa account number with the expiration date as a security deposit. Fuller's LLC reserves the right to charge the total invoice amount plus an additional 2% handling fee to the credit card account on record if the bidder has not paid within 15 days of the auction date. The pick-up or delivery should also be arranged at time of payment. Storage fees of \$5 per lot per business day or \$25 per lot per week will be charged for items left more than 30 days after the auction. Items left more than 45 days past the auction date will be consigned to a future auction without notification to the Buyer.

10. Unless purchased for resale, the Buyer will be required to pay the applicable Commonwealth of Pennsylvania Sales Tax and the City of Philadelphia Sales Tax. Dealers must have a Sales Tax Number and be registered with Fuller's LLC.

11. Payment may be made by cash, credit card (Visa or MasterCard), PayPal, or by wire transfer. Payment may be made by personal check only if credit has been previously established with Fuller's LLC or if Fuller's LLC has received a bank authorization guaranteeing the personal check. **Fuller's LLC reserves the right to hold merchandise purchased by personal check until the check has cleared the bank,** if Fuller's LLC deems such action necessary to protect Fuller's LLC's interest.

12. Bidding on any item indicates the bidder's acceptance of these terms and all other terms published or announced before and at the time of sale.

13. Fuller's LLC has engaged the services of Live Auctioneers as a service for its clients who wish to bid and buy online. Please proceed to [www.liveauctioneers.com](http://www.liveauctioneers.com) for all necessary information on how to bid and buy online using their system. The user of Live Auctioneers indemnifies and holds the Auction Company and its consignors harmless against any claim arising out of or resulting from their use of the Live Auctioneers website, including all losses, damages, liabilities, and all fees (including attorney's fees), costs, and expenses incurred in connection with any claim. Under no circumstances, including, but not limited to, negligence, shall the Auction Company and its consignors be liable for lost profits or any special, incidental, or consequential damages that result from the use of, or the inability to use, this website. If the user of Live Auctioneers places absentee bid(s) with the Auction Company, Live Auctioneers and also bids in person, by phone or by any other means, it is solely the bidder's responsibility to cancel any or all absentee bids prior to the start of the auction. If the bidder does not or cannot, regardless of any reason, the bidder will be held responsible for the purchase of the property.

14. Fuller's LLC accepts absentee bids in person, by mail, or by fax. Absentee bids should be received no later than 12 Noon on the last business day preceding the auction. Please call Fuller's LLC to confirm receipt of any faxed absentee bids. All absentee bids are handled as though the bidder is in attendance. These bids are executed by a designated Fuller's LLC employee. A 25% deposit is required on all absentee bids. Fuller's LLC buys all absentee bid designated lots for the bidder at one bidding increment above where all competition stops bidding, as long as the absentee bid has not already been surpassed by the bidding at the auction. Please check and comply with these bidding increments. In case of failure to meet these terms, Fuller's LLC will reduce each bid not at an acknowledged bidding increment to the next lower bidding increment. Due to Fuller's LLC's structured bidding increments, it is very likely that several people will leave identical bids. The earlier absentee bid left with the Auction Company wins in the event of a tie bid. All absentee bids placed on Live Auctioneers are sent to the Auction Company during the actual sale at the time the lot is being offered for sale. There is no time advantage to these absentee bids at all. All absentee bidder names and bids are held in strictest confidence, disclosed only in the event of a question after the sale. Absentee bidding is a convenience offered to Fuller's LLC's customers and, while Fuller's LLC will make every effort to execute the bidder's instructions, the Auction Company is not liable or responsible for any errors or failure to do so. If the bidder places absentee bids with the Auction Company, Live Auctioneers and also bids in person, by phone or any other means, it is solely the bidder's responsibility to cancel any or all absentee bids prior to the start of the auction. If the bidder does not or cannot cancel these bids, regardless of any reason, the bidder will be held responsible for the purchase of the property.

15. Telephone lines designated for telephone bidding are available on a first come, first served basis. Please reserve a telephone line as soon as possible. Telephone lines must be reserved in person or by telephone no later than 12 Noon on the last business day before the auction. Unauthorized faxed requests for telephone lines are not accepted. The bidder should first determine the lots on which the bidder wishes to bid before requesting a phone line reservation. Please request and review condition reports for these lots in advance of reserving a phone line. Fuller's LLC will contact the bidder at only one phone number during the auction. Fuller's LLC suggests that the bidder submits absentee bids if the bidder is unsure of his/her whereabouts at the time of the sale. All requests for overseas telephone lines must be accompanied by absentee bids that will be executed on the bidder's behalf in the event of any problems with the telephone connection. It is the responsibility of the bidder to confirm his/her phone number and the lots to be bid upon by twenty-four hours before the auction. The bidder should not change the phone number after that phone number has been confirmed. If the bidder's phone number changes, the Auction Company reserves the right to refuse the bidder's bid by telephone in this auction and will not be responsible for any breakdown in communications.

Fuller's LLC strongly recommends the use of telephone land lines, which are often more reliable than mobile telephone lines. When bidding by phone, the bidder must be willing to bid up to the low estimate if the competitive bidding goes as high as the low estimate. There is absolutely no exception to this rule. However, the bidder may leave absentee bids for any amount on any lot. Bids are placed on the telephone at the discretion of the Auction Company and at the caller's risk. Fuller's LLC offers telephone bidding as a convenience to its customers. While Fuller's LLC will make every effort to execute the bidder's instructions, the Auction Company is not liable or responsible for any errors or failure to do so.

## 16. Bidding Increments

\$0 to \$200 .....by \$10's

\$200 - 500 .....by \$25's

\$500 - 1000 .....by \$50's

\$1000 and above.....by \$100's

(Variations from the above Bidding Increments are at the auctioneer's sole discretion.)

### **Fuller's LLC Terms of Guarantee**

1. Fuller's LLC warrants the authenticity of Authorship of each lot contained in this catalog on the terms and conditions set forth below. "Authorship" is defined as the creator, period, culture, source of origin, as the case may be, as set forth in the heading of a lot in this catalog, with exception of amendments by any oral or written sales-room notices or announcements. All other warranties of authenticity of authorship express or implied, are hereby disclaimed as Buyer shall take each lot "as is" and with all faults and errors of description.
2. Fuller's LLC warrants the Authorship of a lot for a period of 15 days from the date of the sale of such lot and only to the original Buyer of record at the auction. If it is determined to Fuller's LLC's satisfaction that the heading is incorrect, the sale will be rescinded provided the lot is returned to Fuller's LLC in the same condition in which it was at the time of the sale. It is also Fuller's LLC's general policy to have the Buyer obtain at the Buyer's expense the opinion of one (or two in some cases) recognized experts in the field, mutually acceptable to Fuller's LLC and the Buyer, before Fuller's LLC determines whether to rescind the sale under the above warranty.
3. The Buyer's sole remedy in the event of disputed authenticity of authorship of any lot shall be rescission of the sale and restitution of the original purchase price and premium paid by such Buyer. Fuller's LLC hereby disclaims all liability for any damages, incidental, consequential or otherwise, arising out of or in connection with any sale to the Buyer.
4. Names printed in bold letters in the catalog which identify a lot specifically as the work of the named artist or author shall mean that the work is by the named artist or author, i.e. if the name of the artist is printed in bold letters without a question mark and without any qualifying phrase such as "attributed to," "circle of," or "after." Bold and italicized names in the catalog, which attribute the work to a named artist or author, shall mean that the work is of a period or school of the artist or author, but is not, with certainty, by the named artist or author. This may also be indicated with a question mark following the name of the author.
5. Exclusions - Notwithstanding any other provision of these "Terms of Guarantee", Fuller's LLC disclaims all warranties of authenticity of authorship for all lots consisting of works of fine art by or "attributed to" artists, authors or persons living before 1870 and, when no artist, author or person is so identified, works attributed to a period which includes any date prior to 1870, and all warranties relating to the identification of the periods or dates of execution of property, which may be proven inaccurate.

6. Definitions of statements:

- a. "Attributed to" - work is of the period of the named artist and may be the work of that artist, but not definitely so.
- b. "Circle of" - work of the period closely associated with the artist or from the studio of the artist.
- c. "School of" - work by a pupil or follower of the artist, in his/her style.
- d. "After" - in Fuller's LLC's opinion, a copy of the work of the artist.
- e. "Signed" - has the signature which in Fuller's LLC's qualified opinion is the signature of the artist.
- f. "Bears signature" - has a signature which in Fuller's LLC's qualified opinion, might be the signature of the artist.