

TERMS AND CONDITIONS OF SALE

Please read these conditions of sale and the sale particulars carefully before placing any bid on a lot. By registering to bid and/or by bid-ding at auction, you agree to these terms and conditions and they will become contractually binding to you. Please ensure that you have understood all charges, fees, and taxes that may be applied to your bid price before placing your bid.

IMPORTANT NOTES

All lots will be offered and sold subject to these Terms and Condition of Sale as well as any Glossary and posted announce-ments. By bidding at auction, bidders are bound by those Conditions, as amended by any announcements or posted notices, which together form the Contract of Sale between the successful bidder (buyer), First Arts Premiers Inc. and The Consignor (Seller) of the lot. Description or photographs of lots are not warranties and each lot is sold "As Is" in accordance with the Conditions of Sale. The Terms and Conditions of Sale of First Arts Premiers Inc. are subject to change.

REMOVAL OF LOTS

It is the responsibility of the buyer to make all arrangements for packing, insurance, and removing the property purchased. Any assistance by the auctioneer, his agents or contractors in packing or removal shall be rendered as a courtesy and without any liability to them.

First Arts Premiers Inc. will not undertake packing or shipping of lots purchased at auction. The purchaser must designate and arrange for the services of an independent shipper and be responsible for all shipping and insurance expenses. First Arts Premiers Inc. will, upon request, provide names of professional packers and shippers but will not be held responsible for the service or have any liability for providing this information. Reliable pre-auction estimates of ship-ping costs of lots offered in this sale may be obtained from:

PakShip
905-470-6874
inquiry@pakship.ca

IMPORT / EXPORT

Many countries prohibit or restrict importation or exportation of property containing ivory, tortoise shell, whale bone, sealskin, and/or products derived from other endangered or protected species, and require special licenses or permits in order to import or export such property. Please review your country's laws before bidding on pieces made of or containing these restricted items. It is the responsibility of the purchaser to ensure that the item is properly and lawfully exported and imported. You must pay immediately even if you want to export the lot and require an export permit or license to do so. Failure to obtain all of the required permits shall not invalidate the transaction.

CONDITIONS OF SALE

1. Each lot sold at Live Auction* is subject to a Buyer's Premium of 22% of the successful bid price ("hammer price") of each lot as part of the purchase price.
2. Unless exempted by law, the buyer is required to pay 13% HST (Harmonized Sales Tax) on the hammer price and buyer's premium, except for purchases directly exported from Canada. In the case where Canadian purchases are shipped out of the province of Ontario, the HST or GST is charged based on the tax status of that province or territory.
3. First Arts Premiers Inc. reserves the right, at our complete discretion, to withdraw any lot from the sale, whether prior to or during the auction, without notice and shall have no liability whatsoever with regard to such withdrawal.
4. First Arts Premiers Inc. reserves the right to refuse to recognize any or all bids from any particular person or persons at any auction.
5. All lots are subject to an unpublished reserve that may be changed at any time by agreement between the auctioneer and the consignor.
6. The highest bid will be the successful bidder when the lot closes, unless First Arts Premiers Inc. decides to use its discretion as set out above. This means a contract for sale has been formed between the seller and the successful bidder. We do not accept responsibility for notifying you of the result of your bids unless you are successful, and you should check as soon as possible after the sale to get details of the outcome of your bid.

7. Immediately after the purchase of a lot, the buyer shall pay or under-take to the satisfaction of the auctioneer with respect to payment of the whole or any part of the purchase price requested by the auction-er, failing which the auctioneer in his sole discretion may cancel the sale, with or without re-offering the item for sale. You must pay for a lot in the currency of the sale.

8. You will not own the lot and ownership of the lot will not pass to you until:
 - (i) we have confirmed that you have met all bidder identification and registration procedures; and
 - (ii) we have received full, clear and unequivocal payment of all amounts due, even in circumstances where we have released the lot to you.

9. Transferring risk to you:

- (a) The risk in and responsibility for the lot will transfer to you from whichever is the earlier of the following:
 - (i) when the lot comes into your physical possession or that of any person or carrier you authorise to take possession of the lot; or
 - (ii) when you collect the lot if collection is permitted.
- (b) The lot is at your risk if you choose to exercise any right you may have to cancel the contract for the purchase of the lot. You are responsible for insuring the lot against loss or damage until it is returned to us.

10. Lots are sold "AS IS", in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by First Arts Premiers Inc. or by the seller. Any reference to condition in the catalogue or in a condition report will not amount to a full description of condition, and images may not always show the condition of a lot clearly. Any description issued by the auctioneer of an article to be sold is subject to variation to be posted on line and/or announced via email prior to the time of sale. Colours may look different in the catalogue or on the screen compared to how they look on physical inspection. Condition reports may be available to help you evaluate the condition of a lot. First Arts will endeavour to disclose any flaws, damage or repairs which are immediately apparent but First Arts cannot be held responsible for any inherent flaws or previous repairs which are not visible. Condition reports are provided free of charge as a courtesy to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration, or adaptation because our staff are not professional restorers or conservators. For that reason, they are not an alternative to taking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any condition report.

11. The purchase price is the total of the following amount

- (i) The hammer price and the buyer's premium;
- (ii) Unless exempted by law, the buyer is required to pay 13% HST (Harmonized Sales Tax) on the hammer price and buyer's premium, except for purchases directly exported from Canada. In the case where Canadian purchases are shipped out of the province of Ontario, the HST or GST is charged based on the tax status of that province or territory.

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Please contact First Arts Premiers Inc. for any questions relating to payments.

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A Glossary of terms is available on FirstArts.ca