

TERMS & CONDITIONS

The following Terms and Conditions of Sale represent an agreement between New England Auctions, representing its consignors, and the bidder regarding any items being sold. Bidding on an item indicates your understanding and acceptance of the following Terms and Conditions.

1) New England Auctions runs live and online auctions, at times concurrently. All purchases represent a contract of sale between the winning bidder and New England Auctions. Arrangements can be made to bid on your behalf as an absentee bid or to execute phone bids. Phone bids are offered on a first-come, first-served basis and must be arranged in advance of the sale days. All absentee and telephone bidders are required to sign, agreeing to our terms and provide credit card information. New England Auctions makes every effort to execute all bids. New England Auctions cannot be held responsible for missed bids or failure to execute your bid. New England Auctions cannot be held responsible for internet issues or outages as it may affect an auction. At New England Auction's discretion, we reserve the right to not accept a bid or to withdraw an item for any reason. The buyer will be the highest bidder as acknowledged by the auctioneer, who has sole discretion. Any dispute over the auction process is decided solely by New England Auctions and will be deemed final and binding. It is the sole responsibility of the bidder, particularly regarding online bidding, to pay careful attention to the process. New England Auctions will not refund or rescind a sale in which the winning bidder claims to have won a bid mistakenly or unintentionally.

2) There are no warranties of any kind, including but not limited to representations of age, origin, condition, restoration, dimensions, authenticity, provenance, or authorship. Any condition reports, artist, authorship that are part of an item's description are the opinion only of New England Auctions and do not represent facts or guarantees that may substitute for research and inspection of items by the bidder and New England Auctions. We make every effort to describe items being auctioned accurately, however, written and oral descriptions should in no way be considered a guarantee or accurate. Any estimates listed with auction items are solely based upon an approximation of the range within which an item may be sold, as determined by New England Auctions, and in no way represents the value or selling price of those items. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items, or that you have chosen not to examine them. We encourage in-person inspection as well as questions or requests for additional information or images. New England Auctions will not be held responsible for any errors or omissions pertaining to items listed in the catalog. It is the sole responsibility of the bidder to inspect an item prior to bidding to determine size, condition, authenticity and whether there has been restoration or repair. All items are sold as-is, where-is. We do not accept returns and do not give refunds. All sales are final.

3) Any dispute of the authenticity, age, condition, or authorship of an item, subsequent to sale, must be made within 15 days of the auction sale date. Written testimony in dispute must be presented within 15 days of the sale date from at least one recognized expert of the particular artist or object. Judgment based on images is not acceptable. Negative judgement must be absolute, not "possibly", before there is any rescinding of the sale of a disputed item. It must be returned in the original condition that it was sold in, within 30 days of the sale date. Any damage or alteration, cleaning, however minor, will disqualify an item for refund. The agreement to rescind the sale is at the sole discretion of New England Auctions. If agreement is made, New England Auctions will refund the buyer an amount of the purchase price plus sales tax, if applicable. New England Auctions will not reimburse for any shipping costs associated with the return of the said item. If a dispute is not filed with documentation and returned to New Haven Auctions within 30 days of the sale date, the sale will be final. By bidding with New England Auction the bidder agrees to these terms regarding returns.

4) The hammer price, as executed by the auctioneer, is the final sale price. A buyer's premium of 24% is added to all hammer prices of lots purchased through New England Auctions internet platform or in-house absentee, phone or live bidding. A buyer's premium of 28% will be added to the hammer prices for lots purchased through the Live Auctioneers, Bidsquare and Invaluable internet platforms. Sales tax, if applicable, is added to the hammer price and, along with the buyer's premium, constitutes the total final purchase price.

5) All sales are subject to Connecticut sales tax unless the buyer holds a valid tax exempt/resale certificate (from any state) and submits a signed and dated State of Connecticut Sales & Use Resale Form with their tax-exempt information prior to release of the purchases. We must receive this form

for each auction transaction, even for tax exempt bidders who will be having their items shipped out of state. (This form is available at neauction.com). We do not collect sales tax on items shipped to other states unless a particular state's sales tax nexus has been met. Sales to out-of-state buyers without a resale certificate, that are picked up by the buyer's representative, will be charged Connecticut sales tax unless the representative is a licensed commercial shipper and provides a Bill of Lading at the time of pick up.

6) Payment for purchases must be received within 5 days of the auction. We accept payment in cash, check, wire transfer and most credit cards. Payments made using credit cards are assessed an additional fee of 3.8% of the purchase price, which includes the buyer's premium and sales tax if applicable. Please call the gallery 475-234-5120 to pay by credit card. We do not accept credit card payment for JEWELRY, CARPETS, COINS, SILVER, unless paying through the Live Auctioneers payment portal. If items are paid by a buyer unknown to us, shipping could be delayed. If paying by credit card, we do not ship to an address that is not associated with the credit card being used. International bidders must pay by wire transfer. Invoices over \$5000 must be paid by cash, check or wire transfer. Checks should be made out to New England Auctions and mailed to: New England Auctions, 14 Business Park Drive - Unit 5, Branford, Ct 06405.

7) Arrangement and costs of shipping are the responsibility of the buyer. Our approved shipper is The Village Express, Branford, CT 203-481-7426 or (vexpress@comcast.net) Attn: Kristen. They will contact you after payment clears and your items are released to arrange your shipping. If payment is made by check, items will be held 7 days before shipment. New England Auctions does not ship. All shipping is outsourced. We recommend that potential buyers contact Village Express to receive a shipping estimate prior to bidding. The possible high cost of shipping does not absolve a buyer from following through with a purchase. If you would like to secure an alternate quote, please contact The UPS Store # 5105 at (203) 772-4445 or (store5105@theupsstore.com) Attn: Manjit. Items can be picked up in person at 14 Business Park Drive - Unit 5, Branford, CT - BY APPOINTMENT ONLY. Please contact the gallery 24 hours in advance to make an appointment. Pick up can be scheduled for Monday through Friday between 9am - 3pm. We cannot accommodate any pickup without an appointment. Please note that all first-time buyers that wish to pick items up in person must pay with cash.

8) Bidding on an item indicates your understanding and acceptance of the Terms and Conditions. Non-paying bidders or bidders that do not abide by these terms will not be allowed to bid at future auctions and may jeopardize their ability to participate in Live Auctioneers, Invaluable or Bidsquare auction sites. Purchased items that have been paid for but not picked up from our auction facility within 14 days of the auction will be stored at a rate of \$5 per day per lot. Items not picked up within 60 days of the auction date will become the property of New England Auctions. (rev . 9/27/22)