



# Conditions of Sale

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1. While the auctioneer has endeavoured not to mislead in the description issued, and the utmost care is taken to ensure the correct cataloguing of each item, such descriptions are purely statements of opinion and are not intended to constitute a representation to the prospective purchasers and no warranty of the correctness of such description is made. An opportunity for inspection of each article is offered prior to the time of sale. All lots are sold "as is" and "where is" and without recourse. Any description issued by the auctioneer of an article to be sold is subject to variation to be posted or announced verbally in the auction room prior to the time of sale. It is the responsibility of prospective purchasers to inspect or have inspected each lot upon which they wish to bid, relying upon their own advisers, and to bid accordingly.
2. The auctioneer has the right to refuse any bid and to advance the bidding at his absolute discretion. The auctioneer reserves the right not to accept and not to reject any bid. Without limitation, any bid which is not commensurate with the value of the article offered, or which is merely a nominal or fractional advance over the previous bid may not be recognized.
3. The auctioneer reserves the right to withdraw any lot from sale at any time, to divide any lot or to combine any two or more lots at his sole discretion, all without notice.
4. Each lot sold is subject to a premium of 20% of the successful bid price of each lot as part of the purchase price. A discount of 3% is given for payment of cash, certified cheque, money order, debit or wire transfer. Online bidding is subject to a 25% buyers premium.
- 4A. The contact information provided by the purchase must be accurate and true. The auctioneer reserves the right to request a deposit of up to \$5,000.00 to be provided before bidding and will be used against any and all purchases made at the auction.
5. Unless exempted by law, the buyer is required to pay Harmonized Sales Tax on the total purchase price including the buyer's premium. For international buyers, taxes are not applicable when purchases are shipped out of country. Items shipped out of Ontario, the buyer is required to pay taxes as per the tax status of that province, whether it HST or GST (Goods and Services Tax).
6. Each lot may be subject to an unpublished reserve which may be changed at any time by agreement between the auctioneer and the consignor. The auctioneer may bid, or direct an employee to bid, on behalf of the consignor as agreed between them. In addition, the auctioneer may accept and submit absentee and telephone bids, to be executed by an employee of the auctioneer, pursuant to the instructions of prospective purchasers not in attendance at the sale.
7. The highest bidder accepted by the auctioneer for any lot shall be the buyer and such buyer shall forth with assume full risk and responsibility for the lot and must comply with such other Conditions of Sale as may be applicable. If any dispute should arise between bidders the auctioneer shall have the absolute discretion to designate the buyer or, at his option, to withdraw any disputed lot from the sale, or to re-offer it at the same or a subsequent sale. The auctioneer's decision in all cases shall be final.
8. Immediately after the purchase of a lot, the buyer shall pay or undertake to the satisfaction of the auctioneer with respect to payment of the whole or any part of the purchase price requested by the auctioneer, failing which the auctioneer in his sole discretion may cancel the sale, with or without re-offering the item for sale.
9. The buyer shall pay for all lots within 48 hours from the date of the sale, after which a late charge of 2% per month on the total invoice may be incurred or the auctioneer, in his sole discretion, may cancel the sale. The buyer shall not become the owner of the lot until paid for in full. Items must be removed within 10 days from the date of sale, after which storage charges may be incurred.
10. Each lot purchased, unless the sale is cancelled as above, shall be held by the auctioneer at his premises or at a public warehouse at the sole risk of the buyer until fully paid for and taken away.
11. Notwithstanding the previous conditions of sale, if within fourteen(14) days after the sale of the lot the purchaser gives notice in writing to A.H. Wilkens Auctions & Appraisals Inc that the lot sold is a forgery and within seven days after such notification the buyer returns the same to A.H. Wilkens Auctions & Appraisals Inc in the same condition as at the time of sale, A.H. Wilkens shall have the right to have the purchaser obtain, at the purchasers expense, the written opinion of two recognized experts in the field, mutually acceptable to the purchaser and A.H. Wilkens, before we determine whether to rescind the sale.
12. Payment for purchases must be by cash, INTERAC direct debit (Cdn clients in person only), certified cheque (U.S. & Overseas not applicable), travelers cheque, bank draft, electronic transfer (fee applies), and VISA or Mastercard (up to \$25,000)
13. Should the item not be paid for within the time limit stated, the auctioneer, without limitation of the rights of the consignor and the auctioneer against the buyer, may resell any of the articles affected.
14. It is the responsibility of the buyer to make all arrangements for insuring, packing and removing the property purchased and any assistance by the auctioneer or his servants, agents or contractors, in packing or removal shall be rendered as a courtesy and without any liability to them.
15. The auctioneer acts solely as agent for the consignor and makes no representation as to any attribute of, title to, or restriction affecting the articles consigned for sale. Without limitation, the buyer understands that any item bought may be affected by the provisions of the Cultural Property Export Act (Canada).