



ROBERT SLAWINSKI
— AUCTIONEERS —
Real Estate | Auctions | Appraisals

TERMS AND CONDITIONS OF SALE

The terms and conditions of auction purchases ("Sale") are outlined here and are applicable to any and all sales made through Robert Slawinski Auctioneers, Inc. ("Auctioneer"). This includes sales completed in person, online, or absentee/phone bid. All sales will be completed at the discretion of the Auctioneer and the Auctioneer reserves the right to cancel any sales and deny future transactions with any customer ("Buyer") if these terms are not met. All merchandise brought to sale by Auctioneer has been consigned by independent owners ("Consignor").

BEFORE THE SALE

All buyers are strongly advised to inspect all items before auction as all items are sold AS IS, WHERE IS. Although Auctioneer makes every effort to express accurate descriptions and commentary given to Buyers online, in Auctioneer's catalogue, marketing material or verbal interactions, Auctioneer makes no guarantee or warranty of any kind with respect to the physical condition, size, quality, rarity, medium and materials, age, authenticity, provenance, culture, source, or historic significance of any goods. Employees, consigners, or any other representative of Robert Slawinski Auctioneers, Inc. are not authorized to provide written or verbal guarantees. Buyers must depend on their own review of the merchandise.

All merchandise is sold AS IS, WHERE IS, regardless of condition, or additional review of merchandise gained after the sale. ALL SALES ARE FINAL.

Absentee bids are accepted at the Auctioneer's discretion. Phone bids are accepted at the Auctioneer's discretion. Buyers registering for phone or absentee bids must do so before 6 p.m. the day prior to the auction. All phone or absentee bids must be submitted in writing a signed agreement of the terms by Buyer via fax, email, or online submission to Auctioneer to be accepted. Auctioneer will not be held responsible if unable to reach buyers wishing to bid by phone. Auctioneer shall not be held responsible or liable for absentee bids that are missed or otherwise not executed. Cancellation of any phone or

absentee bids must be submitted in writing and executed at least one hour prior to the start of the auction. Submission in writing via fax (831) 430-0938, or email to antiques@slawinski.com will be the only methods of cancellation that guarantee acceptance.

Online Bids are accepted at the Auctioneer's discretion through HiBid.com, LiveAuctioneers.com, and Invaluable.com. All buyers who register to bid online via LiveAuctioneers.com and Invaluable.com, are also subject to approval by Auctioneer before registration is approved and must submit a signed agreement of the terms. Only those who submit for registration (48) hours prior to auction date will be guaranteed consideration for registration. All those submitting less than 48 hours before the start of an auction are only approved based on the discretion of the Auctioneer. Bidder Approval Forms required to be completed for online bidding consideration can be found on Auctioneer's website: www.slawinski.com. The Buyer is responsible for all bids made on their online bidding account. All bids received via online bidding platforms will be final.

Auctioneer and its employees shall not be held liable for any damages or injury to person or property sustained as a result from handling merchandise including, but not limited to lifting, moving, loading, or packaging of merchandise before or after the sale. Buyer is responsible for the packing, loading and removal of all merchandise.

DURING THE SALE

The auctioneer is acting as agent only to the sale of merchandise and is not responsible for any actions of Consignors. This auction is being conducted in pursuant to section 2328 of the commercial code, 535 of the penalty code and all provisions of the auction license act. In accordance to the California state law, all items are subject to a confidential reserve unless otherwise stated. Auctioneer reserves the right to withdraw any lots from the sale and to deny Buyer's participation during a sale for any reason. Auctioneer reserves the right to reject any bid or eject any person from the Auctioneer's premises.

Upon the occurrence of a dispute during or after a sale, Auctioneer's decision will be FINAL.

All information regarding merchandise is subject to clarification, changes or disclaimer at the time the item is being auctioned and will be sold based on Auctioneer's verbal or written information at time of the Sale.

All bids via phone, fax, email, or in person are final and binding regardless of Buyer's input errors. Auctioneer also does not accept liability for technology, website or internet failure, or unforeseen circumstances that may influence the execution of bids.

PAYMENT

Full payment includes hammer price, buyer's premium and all applicable taxes. All sales are final regardless of method of bidding or payment options. Auctioneer does NOT accept PayPal. Auctioneer does NOT accept credit card payments provided over the phone for purchases of \$250 or more. Auctioneer REQUIRES a signature for all credit card payments made in-house and all remote credit card payments for purchases of \$250 or more. Auctioneer may, at their discretion, hold merchandise until check or wired funds clear bank account. If payment is not received within (5) business days of the sale, Auctioneer reserves the right to cancel sale and resell merchandise at a public or private sale. Failure to provide payment will result in revoking the Buyer's right to participate in future sales with Auctioneer.

Payment options and terms for each type of auction participation is outline below.

1. On-Site Bids: All purchases are subject to a 18% buyer's premium. Full payment must be made the day of the sale. Accepted methods of payment are cash, approved check, or Visa/MasterCard. Checks must be drawn on a U.S. bank. At Auctioneer's discretion, a money order, cashier's check or bank wire may be required. Failure to provide payment will result in revoking the Buyer's right to participate in future sales with Auctioneer.

2. Absentee and Phone: All purchases are subject to a 20% buyer's premium. Full payment must be made within (5) business days of sale. Payment terms are check, money order, cashier's check or bank wire transfer. Auctioneer does not accept Visa/MasterCard over phone. Failure to provide payment will result in revoking the Buyer's right to participate in future sales with Auctioneer.

3. Online Bids: All purchases are subject to an 25% Buyers Premium (excluding HiBid.com, which is subject to an 20% Buyers Premium). Full payment must be made within (5) business days of sale. Payment terms are check, money order, cashier's check or bank wire transfer. All successful online Buyers will receive an emailed invoice within (24) hours of the end of a sale. If the Buyer does not receive notification within (24) hours Buyer remains responsible for all items purchased and retains the responsibility of providing payment. If Buyer fails to provide cleared funds within five business days of the sale, they will receive a negative feedback report associated with their online auction profile and will not be permitted to registration for future sales.

4. International Payment: Any Buyer submitting payment from outside the U.S. (regardless of method of bidding) must be done by bank wire transfer. A bank transfer is only considered complete after Auctioneer has received the FULL amount due according to the Buyer's invoice. While issuing a wire transfer, all fees, exchange rates and other administrative fees are the responsibility of the buyer and are in addition to the total amount due to Auctioneer. All sales and money transfers are conducted in USD currency. No foreign checks will be accepted. Auctioneer does not accept PayPal or credit card

payments provided over the phone, email, or fax. Auctioneer may, at their discretion, hold merchandise until payment has been cleared.

5. Taxes: State and local taxes (9%) will be applied to all merchandise collected in person at Auctioneer's location, 1500 Green Hills Road Ste. 100, Scotts Valley, CA 95066. Buyer will be exempt from taxes if Buyer presents to Auctioneer a current resale license number or if merchandise is shipped directly out of California using a common carrier.

STORAGE

Immediate removal of purchased merchandise is requested when payment is received, and shall be done at the expense, liability and risk of the Buyer. All arrangements for removal will be at the convenience of Auctioneer. Failure to remove merchandise immediately after completion of payment within the (5) business days following sale completion will be subject to storage fees of \$(5.00) per day per item. After (30) days items will be considered abandoned. Auctioneer will apply any deposit to loss, damages, and expense incurred in the resale of merchandise not paid for in full or removed in the time specified and shall retain any balance as liquidated damages.

SHIPPING

Buyers are responsible for shipment of merchandise including all packing, and customs fees. Auctioneer can provide a list of recommended independent shippers upon request, but does not accept responsibility of any agreements reached between Buyer and shippers, or any resulting loss, damage or delay resulting in the use of the shipper. Auctioneer can provide quote for in-house shipping costs and methods to Buyer only after ascertaining if merchandise is appropriate for Auctioneer to ship. Auctioneer reserves the right to deny their service of shipping for any reason. If Buyer is required to, or elects to arrange for their own shipment of merchandise, any and all liability of the Auctioneer is relinquished after (30) days past the sale date regardless of time item was paid for in full or how and/or when it was shipped or if merchandise has yet been received by Buyer.

SALE of SPECIFIC and/or RESTRICTED GOODS

No Guarantee of Authenticity for Jade: Due to the fact that jade can be bleached and dyed among other techniques, Robert Slawinski Auctioneers CANNOT GUARANTEE the authenticity of the COLOR, AGE, or QUALITY of any jade items sold. All Jade will be sold AS-IS, without any warranties. All sales are final in Jade purchases, NO RETURNS will be accepted. Judgment of such qualities is the sole discretion of the Buyer.

No Guarantee of Authenticity for Chinese Paintings: Robert Slawinski Auctioneers CANNOT GUARANTEE any aspect of the Chinese Paintings sold including authenticity, origin, age, quality, medium or

provenance. However, a return may be permitted within (7) days of Buyer receiving the purchased merchandise (as recorded by their shipping tracking number provided by shipping company) if the Buyer can provide sufficient evidence to Robert Slawinski Auctioneers that the item is not authentic. If Robert Slawinski Auctioneers is satisfied with the information presented by the Buyer, and the item remains in the same condition as when it was sold, the merchandise must be received back into the possession of the Auctioneer within (10) days of Buyer's request for a return for a full refund of the purchase price, shipping costs excluded. All refund proceedings must be completed within (30) days of the auction date.

Endangered Species and CITES Permits: Robert Slawinski Auctioneers adheres to the California and Federal laws pertaining to the sale of items containing endangered or protected species, and WILL NOT ACCEPT LIABILITY of items that may include any material such as ivory, rhinoceros horn, tortoise shell, coral, endangered woods, and whalebone. In the event an item is found to contain any amount of these products, it is the SOLE RESPONSIBILITY OF THE BUYER to perform their due diligence and acknowledge any laws and regulations that apply to purchasing, importation and exportation laws.

WINE

Due to California state licensing regulations, all wine must be shipped to the buyer's address. No In-person pickups are permitted.

GLOSSARY of ART TERMS

The following are examples of terms used in Robert Slawinski Auctioneers's catalogue. Please note that all statements and terms are subject to our TERMS AND CONDITIONS OF SALE. Robert Slawinski Auctioneers and the consignor make no warranties with respect to authenticity, medium, size, condition, or other attribute of any items. ALL STATEMENTS IN REFERENCE TO MERCHANDISE ARE MADE TO THE BEST OF OUR KNOWLEDGE.

Artist or Maker: This indicates that the work is, in our best judgment by the named artist or maker.

Attributed to (Artist or Maker): This indicates that the work is, in our best judgment, probably the work of the name artist or maker, but it is less certain than the preceding category. Bearing the Signature,

(Artist or Maker): Although the work is apparently signed by the named artist or maker, no claim to authenticity is implied Style of (Artist or Maker); Manner of (Artist or Maker); or After (Artist or Maker): all of these terms indicate that the work resembles the named artist or maker, may bear their signature, but in our best judgment is not by the named artist.

Abbreviations: o/c oil on canvas o/b oil on board o/p oil on panel
w/c watercolor