



www.caseantiques.com

Instructions for the Absentee and Phone Bid form

1. Read the Terms & Conditions attached to this document (also available on our Website).
2. If you are viewing this form in your Internet browser or have downloaded the form and are viewing it in Adobe Reader®, proceed to step 3. If this is a printed copy, write in your information legibly and skip to step 4.
3. Type in your information on page 2 of the Adobe® PDF form. For the address, enter your billing address for the credit card provided. If your Adobe Reader® is the latest version, you can save the completed form to your hard drive. Print the completed form.
4. Sign and date the form in the signature/date section at the bottom.
5. Fax the form to 865-558-3032 or scan and email it to bid@caseantiques.com.

Frequently Asked Questions:

- **CANNOT TYPE IN THE FORM** - If you cannot type into the form, print the form and write the information legibly on the form.
- **I WANT TO BID ON MORE THAN 5 ITEMS** - Use multiple forms as needed. Secondary forms only need your name and the LOT #, Description and Bid information.
- **FAX & EMAIL TOTAL PAGE COUNT** - When emailing or faxing the form(s), please indicate the total number of pages being sent on a fax cover page or in the email body.
- **PHONE BIDDER SAFETY BID** - In case we cannot get you on the phone during the auction or the call is disconnected during the bidding process, phone bidders have the option of leaving a “safety bid” on each lot. A safety bid acts like an absentee bid in the case of phone issues. Simply provide your maximum “safety bid” per lot in the Maximum Bid area and we will execute the “safety bid” as an absentee bid on your behalf, if needed.
- **ABSENTEE +1 BID** - Absentee bidders can put a +1 beside their maximum bid if they want us to increment their maximum bid a single additional bid increment in the case of a tie bid. The “+1” bid can be used with a Phone Bidder Safety Bid as well.

o Example:

| Lot # | Brief Description | Maximum Bid* |
|-------|----------------------------------|--------------|
| 39 | John Holding, 19th c. oil/canvas | \$500 +1 |

- **BID INCREMENTS** - These Bid Increments MUST be followed on all Absentee Bids and Phone Safety Bids.

| | |
|----------------------|-------------------|
| \$0 - \$99 | \$10 increments |
| \$100 - \$499 | \$25 increments |
| \$500 - \$999 | \$50 increments |
| \$1,000 - \$2999 | \$100 increments |
| \$3,000 - \$9,999 | \$200 increments |
| \$10,000 - \$19,999 | \$500 increments |
| \$20,000 - \$500,000 | \$1000 increments |

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Case Antiques, Inc. TNGL#5157
 2240 Sutherland Avenue, Suite 101
 Knoxville, TN 37919
Ph: 865-558-3033 / Fax: 865-558-3032
www.caseantiques.com

October 21, 2017 Absentee / Phone Bid Form

Assigned by Case staff.

Absentee Bid

Phone Bid

Name: _____

Email: _____

Phone #: 1st _____ 2nd _____

Address: _____

City: _____ State: _____ Zip Code: _____

How did you hear about us? _____

*Enter the **maximum bid** for either absentee bids or phone safety bids (excludes the buyers premium). Add a +1 beside the bid amount if you wish us to bid 1 additional bid increment for you in the case of a tie bid. The Bid Amounts MUST follow the bidding increments in the Terms & Conditions, Section 9.

| Lot # | Brief Description | Maximum Bid* |
|-------|-------------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

I request that Case Antiques, Inc. bids on the above lots up to, but not exceeding the amount(s) shown. I have read and understand I am bound by the "Terms and Conditions" of this auction and that all bids are accepted subject to the "Terms and Conditions." I understand that Case Antiques, Inc. offers absentee and phone bidding as a convenience for clients, but is not responsible for any errors or failure to execute bids.

- 1) By signing this form, the bidder agrees to be bound by the Terms and Conditions of the sale.
- 2) A credit card number is required to secure and execute absentee and telephone bids.
- 3) Case Antiques, Inc. may use this credit card for payment and shipping if other payment and shipping arrangements are not made in a timely manner.

Signature: _____ Date: _____

Visa/MC/AMEX/Discover: _____ V-Code: _____

Exp. Date: _____

Case Staff: _____ Aflex: _____ Confirmed by Email _____ by Phone _____ CC verified _____ LA check _____

Notes:

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Terms & Conditions

1. Case Antiques, Inc. has endeavored to accurately describe all items being sold. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as desired, or that you have chosen not to examine them. Please note that photographs may have had size modifications for display purposes, or been trimmed to exclude framing, matting, and wide blank margins. Also, imperfections from the photography process can include reflections and variations in color due to digital processing. Case Antiques, Inc. shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections or aging. Any condition statement, written or verbal, is given as a courtesy to the client, and is only an opinion. It should not be treated as a statement of fact. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate and detailed information. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. Estimates provided are our opinion of the price that a willing buyer would pay for the property at auction. These estimates are neither a representation nor a prediction of the actual selling price that will be realized at auction. All sales are final. No statement written or oral made by the auctioneer shall be deemed a warranty or assumption of liability by Case Antiques, Inc. or by any seller represented by Case Antiques, Inc. Case Antiques, Inc. reserves the right to withdraw any property before the sale. The preview for the sale will be one day before the sale, or by appointment.

2. The Auctioneer will be the final judge as to who is the successful bidder. In the event of any dispute, the Auctioneer shall, at his discretion, decide whether or not to reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying "sold". We reserve the right to reject any bids deemed inappropriate. If an item is withdrawn from the auction it will be offered again only at the Auctioneer's discretion. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed.

3. Payment for all winning bids must be settled by the end of the sale. Payment may be made by cash (In House Only), wire transfer, certified funds, credit card or approved check. We reserve the right to require payment by wire transfer or certified funds. Payments from outside the United States and Canada should be made by wire transfer. A convenience charge of 3% will be reflected in the final purchase price for the use of a credit card and credit cards will not be accepted for international transactions. Checks may take up to three weeks to clear and be verified. Buyers not known to us presenting a check must provide a "letter of guarantee" from a bank officer on original stationery to Case Antiques, Inc. This letter should state an exact amount of funds guaranteed and should be presented to the cashier at time of registration. An example "letter of guarantee" is available on our Website. Credit arrangements must be made by the Friday prior to the day of auction so bank statements or letters of guarantee can be verified. We reserve the right to not issue a bidder number or to withhold merchandise if appropriate credit has not been established. Case Antiques, Inc. reserves the right to hold all merchandise until receipt of funds is verified. A \$30.00 service charge will be assessed when a check fails to clear the purchaser's bank. In

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addition to this returned check administrative fee, late payment fees may be assessed. We require cash, cashier's check or wire transfer to replace the returned check and any service fees.

4. A buyer's premium will be applied to the purchase price of all items as listed below. (The "Sales Price" is the hammer price plus the buyer's premium, plus applicable convenience payment fees, plus applicable taxes). All bidding at auction and all purchases will be in U.S. Dollars.

Live bidders via floor, phone and absentee bidding:

20% - Cash, check, certified funds or Bank wire transfer

Credit card payments incur a 3% convenience fee

Internet bidding:

LiveAuctioneers, Invaluable, Auctionzip, & ebay: 28%

5. **Case Antiques, Inc. does not ship.** All items for this auction are located in Knoxville, TN. We provide names of carriers and shippers in advance at bidder/purchaser request and on our Website. Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay for all packing expenses, materials, carrier fees and insurance charges. Case Antiques, Inc. will have no liability for any loss or damage to shipped items. Items must be paid for in full before they will be shipped. Any shipping estimates given are only estimates and cannot be construed as the final shipping cost. All property should be removed from the premises at the sale conclusion unless prior arrangements have been made with Case Antiques, Inc. Purchased items not picked up or shipped within ten business days of the auction will be assessed a storage fee of \$10.00 per day. If the purchaser fails to have their item(s) removed from the Case Antiques, Inc. gallery 30 days after the auction, Case Antiques, Inc. reserves the right to take possession of the item(s) and dispose of them at their discretion to recoup storage costs.

6. All purchases are subject to 9.25% Tennessee sales tax unless the Tennessee Department of Revenue Blanket Certificate of Resale form is completed and provided, along with a copy of the resale certificate from your state and received prior to time of purchase. International buyers are responsible for tariffs, taxes, or assessments of shipped items to the buyer's country.

7. Absentee/Telephone/Internet Bidding: As a service to our customers, Case Antiques, Inc. will execute absentee bids if so authorized in writing under the provisions herein specified. Absentee bids should be made on the absentee bid form provided. This form should be clearly and completely filled out and accompanied by a valid credit card. Absentee bids are executed competitively and confidentially. In the event of tie bids between absentee bidders and those in attendance, preference will be given to the attending bidder. If two absentee bidders bid the same amount, the first received will be honored. Telephone bidders also should submit a completed absentee bid form. Upon receipt of a properly executed bid form, we will make arrangements to call you just prior to your lot(s) of interest being offered. Please note that we will have limited time to try calling you once. Make sure that the phone number you have given us is correct and that your line will be open during the auction. Winning bidders will be notified within three (3) days of the sale. Case Antiques, Inc. will not be responsible for any errors or failures to properly execute absentee or telephone bids. Absentee and phone bids will not be accepted after 12pm Eastern on the Friday prior to the sale. All Internet bidders will require registration and pre-approval. There are no guarantees of successful registration, especially for those bidders attempting to register within 48 hours of the sale. Case Antiques, Inc. does not warrant that the Internet auction platform(s) will be uninterrupted or error free, nor do they make any warranty with respect to the results

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obtained from participating in the use of the Internet auction platform, or as to the accuracy, reliability or content of any information, service or offerings provided through the Internet auction platform. Your bid is a contract. If you are the successful and winning bidder, you have entered into a legally binding contract to purchase the property. Your registered and approved credit card may be used as payment, unless Case Antiques, Inc. requires payment in another form or if you have another pre-approved method of payment. Please contact us directly at bid@caseantiques.com or (865) 558-3033 if you have registration questions or to resolve any questions before bidding.

8. In bidding on any lot offered, the bidder indicates acceptance of these Terms and Conditions of Sale. Title of each lot passes when the auctioneer says, "Sold". The bidder is responsible for knowing on which item(s) he or she is bidding. If unsure, the bidder should inquire, or not bid. When becoming the winning bidder at auction, you have affected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. After the item is sold, any loss by fire, theft, breakage, or any other cause is the sole responsibility of the purchaser. Merchandise must be packed and transported by the purchaser at his own risk and expense.

9. The Auctioneer reserves the right to accept or reject bids in any increment that the auctioneer deems to be in the best interest of the client, the seller. Absentee and phone bidding for prospective bidders are offered for those who cannot be present at the auction. Please complete the Absentee Bid/Phone Reservation form. Absentee bids left with us are executed competitively and confidentially. Bids left on Liveauctioneers.com are not executed until the item is offered in the live auction and the order in which they are received is not a factor. We target to sell 80-90 lots per hour.

Following are general guidelines for bidding increments:

| | |
|--------------------|-------------------|
| \$0 - \$99 | \$10 increments |
| \$100 - 499 | \$25 increments |
| \$500 - 999 | \$50 increments |
| \$1,000 - 2999 | \$100 increments |
| \$3,000 - 9,999 | \$200 increments |
| \$10,000 - 19,999 | \$500 increments |
| \$20,000 - 500,000 | \$1000 increments |

We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations or bids.

10. Please note that lots containing ivory or any other plant or animal material may be subject to regulations imposed by the Endangered Species Act and by the United States Fish and Wildlife Department as well as other restrictions under federal, state and/or local law. Some countries prohibit the importation of property containing materials from endangered plant or animal species and prospective purchasers should familiarize themselves with relevant customs regulations prior to bidding if they intend to import these item(s) into another country. We also suggest that buyers in the United States check with their state's wildlife protection agency for any restrictions on the purchase, possession or sale of ivory or any other animal material. Please note that bidders in New York and New Jersey may not bid on any lots containing elephant ivory, mammoth ivory, or rhinoceros horn. Items containing ivory can only be shipped to an address in the United States. Bidders should check all applicable government wildlife restrictions prior to placing a bid. The buyer will be solely responsible for obtaining any necessary license or permits applicable to the sale or transport of the item(s) including any export or import license and/or certificates as well as any other required documentation.

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11. Case Antiques, Inc. is required to conduct a background check on any Tennessee resident purchasing a firearm. TENNESSEE RESIDENTS - For guns purchased at the auction and manufactured after 12/31/1898, you must pass a background check prior to transferring the firearm. OUT OF STATE BUYERS - For all out of state buyers, firearms manufactured after 12/31/1898 may only be shipped to a valid Federal Firearms License (FFL) holder in your state. Please contact a FFL holder in your area to make sure you can legally own the firearm(s). INTERNATIONAL BUYERS - Firearms must be exported from the United States via a licensed exporter located within the USA. Depending on the country you live in, there may be restrictions on the types of items that can be imported. You are responsible for making all arrangements for firearms transfer with a licensed exporter and for understanding and complying with the laws of the country you live in.

12. For additional information regarding these Terms and Conditions of Sale, or any other matter relevant to this auction, please contact us: Case Antiques, Inc., 2240 Sutherland Avenue, Knoxville TN, 37919 (865) 558-3033 fax (865) 558-3032 or email at info@caseantiques.com. Telephone inquiries may be made between 9am and 5pm EST, Monday - Friday.