

Case Antiques, Inc.

[www.caseantiques.com](http://www.caseantiques.com)

TNGL# 5157

### **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. There are NO REFUNDS.** 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. 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 or any representative of Case Antiques, Inc., 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" or when the Auctioneer says "Sold." The purchaser shall assume full responsibility for the lot purchased once title has passed.

3. **Payment arrangements should be made prior to the sale and you are required to contact us with your final payment arrangements within 3 days of the sale.** If you have not contacted us with payment arrangements by the Tuesday following a Saturday sale (3 days after the sale), your payment will be considered late and in breach of the Term's and Conditions in this contract. Winning bidders in the United States can pay by cash (in-house only), wire transfer, certified funds, credit card or approved check. Winning bidders in Canada can pay by wire transfer, certified funds, or credit card. Winning bidders outside of the United States and Canada can pay by wire transfer only. We reserve the right to require payment by wire transfer or certified funds from any bidder in any location. 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. Buyers not known to us presenting a check on auction day 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. **ALL PERSONAL AND BUSINESS CHECKS WILL BE HELD FOR 7 DAYS UNLESS A "LETTER OF GUARANTEE" HAS BEEN SUBMITTED AND APPROVED.** 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. Just because funds have left your bank account DOES NOT guarantee we have received the funds in our bank account. Funds in transit are NOT VERIFIED as available in our account. A \$30.00 service charge will be assessed when a check fails to clear the purchaser's bank. In 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.

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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 & Bidsquare: 28%

HiBid (Absentee Bidding Only): 23%

**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. If you plan to bid on items that may be expensive or complicated to ship, we highly recommend you get shipping estimates from one or more of our recommended shippers or a shipper of your choice prior to bidding. 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. Taxes:** 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. If you are outside of Tennessee and are travelling to Tennessee to claim your items personally you will be charged applicable Tennessee Sales Tax if you have not provided an active resale certificate prior to pick-up. 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 or via an electronic bid form if provided. This form should be clearly and completely filled out and accompanied by a valid credit card. The credit card is used for identification purposes and you are not required to use the card provided to complete the purchase. However, if you do not complete the purchase within our required payment terms, Case Antiques, Inc. reserves the right to charge the credit card provided for your purchase(s) and for shipping. 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 phone and 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 frame to attempt to get in touch with you by phone. 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 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. Please contact us directly at [bid@caseantiques.com](mailto: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 at the fall of the Auctioneer's "Hammer" or 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

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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 or the purchaser's agent(s) 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(s). Absentee bids left with us are executed competitively and confidentially. Bids left on the Internet are not executed until the item is offered in the live auction. We target to sell 80-100 lots per hour.

Following are general guidelines for bidding increments:

\$0 - \$99	\$10 increments
\$100 - \$499	\$25 increments
\$500 - \$999	\$50 increments
\$1,000 - \$2,999	\$100 increments
\$3,000 - \$4,999	\$200 increments
\$5,000 - \$9,999	\$500 increments
\$10,000 - \$19,999	\$1,000 increments
\$20,000 - \$49,999	\$2,000 increments
\$50,000 - \$99,999	\$5,000 increments
\$100,000 +	\$10,000 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.

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., 4310 Papermill Drive, Knoxville TN, 37909 (865) 558-3033 fax (865) 558-3032 or email at [bid@caseantiques.com](mailto:bid@caseantiques.com). Telephone inquiries may be made between 9am and 5pm Eastern Time, Monday - Friday.