

# TERMS OF BIDDING

1. **AMOUNT TO BID.** The amount you bid should be the limit you would bid if you were to attend the sale. This amount will be bid for you competitively as though you were actually in attendance. Indicate an exact amount for the lot you would like. Theriault's cannot accept "buy" orders which do not specify a top limit.

A. **INCREMENTS:** There are circumstances in which you may desire to have your bid "rounded out" to the next higher increment. For example, if the bidding at an auction opened at \$50 and advanced in ten dollar increments and your bid was \$85, the top limit of your bid which we could execute would be \$80. In order to eliminate this situation, you may instruct us to "round out" your bid to the next higher increment. If you wish to do so instruct us, please check the appropriate box on reverse side.

B. **ESTIMATES:** The catalogue contains a published list of estimates. However, you may call our office (410) 224-3655, we will discuss with prospective bidders our opinions of probable auction ranges on each lot.

C. **IDENTICAL BIDS:** In the case of identical bids from two absentee bidders, preference is given to the first received. In case of identical bids from absentee bidder and attending bidder, preference is given to the attending bidder. In any case, the auctioneer shall be the final authority regarding the winning bid.

2. **HOW TO BID.** Please use this bidding slip. Be sure to carefully note lot numbers and descriptions. Always quote the date and number of the auction. Indicate the top amount you are willing to bid.

A. **LATE BIDS:** Bids issued less than one week prior to the auction best telephoned to Theriault's office to insure their timely arrival; they then must be verified by letter or telegram. Theriault's Buyer Advisory Service will be pleased to accept your telephone bids at (410) 224-3655 from 9 AM to 5 PM, EST weekdays. Fax service available 24 hours at (410) 224-2515.

B. **"OR" (ALTERNATIVE BIDS):** Occasionally you may wish to place bids on several lots in an auction, although, you want to purchase only one. You wish to acquire either, but not both. You may place bids on alternative dolls simply by placing the word "or" between the lot numbers on your bidding form. These "or" choices must be limited to five lots and will be executed in chronological order according to catalogue number.

3. **RE-EXAMINING THE LOTS.** Theriault's re-examines, prior to sale, each lot which has absentee bids. Should any major discrepancy with the catalogue description be noted, we will proceed in your best interest by contacting you for further instructions, by not executing your bid, or by executing your bid conditionally. Theriault's will not be held responsible for error, failure to notice, or subjective determination as to re-examination of lots.

4. **TERMS OF PAYMENT.**

Successful bidders will be invoiced shortly after the auction. The invoice will list the items purchased, their selling price, and postage, handling and insurance fees. A \$15 handling fee per the first lot and \$10 per every additional lot will be charged, unless special crating arrangements are required. In the latter case, you will be advised in advance of packing and shipping options.

Postage is billed for shipment via FEDEX unless otherwise specified. Please call the Shipping Department at Theriault's if you have special shipping requirements. All fees for handling, shipping and insurance are the responsibility of the buyer.

Payment is due immediately upon receipt of the invoice. Payment may be by check, cashier's check, or by wiring funds to our bank (call for specifics). Checks will be cleared before items are shipped. We reserve the right to impose a late charge of 1 1/2% per month of the total purchase price if payment is not made within thirty (30) days after invoice is sent.

**IMPORTANT NOTE:** Consignors are paid 65 business days from the date of auction. At that time the guarantee cited in Item 5 below and all other Theriault guarantees, implied or expressed, are waived to the purchaser. Therefore, it in your best interest, as well as obligation, to render immediate payment.

On the fall of the Auctioneer's hammer, title to the offered lot passes to the successful bidder, whether bidding in person or in absentia. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to the Auctioneer and Consignor by law, including without limitation the right to hold the purchaser liable for the bid price, the Auctioneer, at its option, may resell the property on three days notice to the purchaser on the account and the risk of the purchaser, either publicly or privately, and in such event, the purchaser shall be liable for the payment of any deficiency plus all costs, including but not limited to, warehousing, the expenses of both sales, Theriault's standard commission on both sales, reasonable legal fees, collection agency fees, and any other charges, incidental costs or damages incurred.

On non-payment of the successful bid, the purchaser agrees to pay 100% of all reasonable attorney's fees incurred if the matter is placed with an attorney for collection. To secure payment of the successful bid, the purchaser hereby authorizes, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any court of Records to appear for him/her in such Court, at any time after failure to pay and confess judgment against him/her for the total sum due together with costs of suit, release of errors, without stay of execution, together with charges, attorney's fees and costs as herein provided, and the purchaser hereby waives and releases all benefit and relief from any and all appraisal, stay, or exemption laws of any state, now in force or hereafter to be passed.

5. **GUARANTEES.** Theriault's guarantees any catalogue descriptions to age, attribution, and physical condition. However, any statements as to authorship, origin, date or any other provenance is a statement of opinion and is not to be taken or relied upon as a statement or representation of fact. Value Points and Comments in the catalogue description are additional subjective opinions provided by Theriault's as a service to their customers. Although their best judgment is used in the descriptive categories, the Guarantee does not extend to any possible errors or omissions therein. Claims under this guarantee must originate and be communicated to our office within twenty-four hours after receipt of such doll by the buyer. At the time of contact, Buyer will receive instructions from our office on how to proceed with his/her claim.

6. **BUYER'S PREMIUM.** A 15% Buyer's Premium applies to all purchases.

