

# TERMS OF SALE

*The following Terms of Sale and Guarantees are the only terms and conditions by which all lots are offered for sale.*

1. Theriault's guarantees any catalogue description as to age, attribution, or physical condition. Other than the descriptions as to age, attribution, and physical condition, all property is sold "AS IS"; any statement as to quality, rarity, or provenance is a statement of opinion and is not to be taken or relied upon as statement or representation of fact. Value Points and Comments are only subjective opinions offered by Theriault's. Although our best judgment is used in these descriptive categories, the guarantee does not extend to any inadvertent errors or omissions therein.

2. If the lot purchased is found to be substantially at odds to the age, size, attribution, and physical condition as described in the catalogue, it may be returned for refund or credit, subject to the following conditions: return must be made the day of sale before final acceptance of the lot; returns will be made in the sole discretion of Theriault's. Multiple-unit lots are not returnable under any circumstances. In the case of an absentee or internet bid, contact must be made with Theriault's 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. Any return approved by Theriault's is for the hammer price and buyers premium only. Refunds are not given for shipping and handling, as well for any variations in foreign exchange at the time of refund.

3. The gallery reserves the right to reject any bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders or in the event of doubt on the part of the gallery as to the validity of any bid, the auctioneer shall have the final discretion either to determine the successful bid or to reoffer and resell the lot in dispute.

4. Registration is required of all bidders. Exemption from appropriate sales tax is applicable to those buyers who complete and sign required exemption form. Payment may be in cash, credit card or approved check. Full payment is due the day of purchase for all onsite bidders. Theriault's reserves the right to impose a late charge of 1 ½% per month on any unpaid balance. Successful bidders who bid via absentee, phone or internet, will be invoiced shortly after the auction. Absentee bid invoices will include purchase price and postage, handling and insurance fees as well as buyers' premium. Payment is due immediately upon receipt of invoice. Payment may be by check, cashier's check, bank wire, or credit card. Checks will be cleared before the items are shipped. Theriault's reserves the right to impose a late charge of 1 ½% per month of the total purchase price if the payment is not received within 30 days after invoice is sent.

5. 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, subject to the conditions set forth herein. If these conditions 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 and on the account and 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, and other incidental costs or damages incurred.

6. If the auctioneer determines that any opening value is not commensurate with the value of the lot offered, he may reject the same and withdraw the article from sale.

7. Absentee bids are welcomed and will be executed by our Buyer Advisory Service as though the absentee bidder were present, and if possible, below the limit specified. Absentee bids are treated confidentially. IN THE CASE OF IDENTICAL FINAL BIDS FROM ATTENDING BIDDER AND ABSENTEE BIDDER, PREFERENCE WILL BE GIVEN TO THE ATTENDING BIDDER. Theriault's does not assume responsibility for errors or omissions. In the case of identical final bid from absentee bidders, preference will be given to the first received. Successful absentee bidders will receive written notice of their purchase, and upon payment items will be shipped. Purchaser assumes all responsibility for handling, shipping, and insurance fees.

8. The gallery reserves the right to withdraw any lot or property before the actual sale.

9. Theriault's will guarantee to the original purchaser of any GOLD HORSE designated lot a credit for the full hammer price paid (excluding buyers premium, taxes and shipping) effective thirty-six (36) months following receipt of full payment of the purchase price. The buyer shall receive a written guarantee in the form of a certificate tag at the time of purchase and the GOLD HORSE lot shall be permanently registered at our gallery. This guarantee will be fulfilled by full credit toward future purchases. The GOLD HORSE guarantee is intended to promote investor interest and buyer confidence in specialized and rare antiques and should not be construed as a means of buying on approval. A thirty-six (36) month period from the date of payment of purchase is required before such a guarantee becomes effective. Advance notice must be made by purchaser with the gallery before implementation of said guarantee. The condition of the item must be the same as its condition at time of purchase. Theriault's will have the sole discretion in making such a judgment. The certificate tag is considered an integral part of the lot and must be returned with the lot for the guarantee to be executed. It is further specifically understood that neither the GOLD HORSE guarantee nor the catalogue description is assignable. These guarantees shall be applicable only to the original purchaser of the lot from Theriault's and not to a subsequent owner who may have acquired interest to a GOLD HORSE lot. In addition, dolls that have been publicly offered for resale forfeit this guarantee. No more than one Gold Horse doll may be returned per year.

10. For the convenience of specialized collectors or for the purchaser who wishes detailed descriptions of particular items, we have the Buyer Advisory Service at our office. Please contact this free service to discuss your interests.

11. A 15% Buyer's Premium applies to all purchases.

