## ALL GOODS ARE SOLD "AS IS" "WHERE IS". ALL SALES ARE FINAL.

Condition reports in Auction catalog are not guaranteed and may vary in accuracy. It is the responsibility of prospective bidders to inspect the goods. All condition reports, measurements, opinion of values, age and quality are offered by the Gallery but are not guaranteed. Neither the auction house, nor the consignor, is responsible for the accuracy of printed or verbal descriptions or its authenticity. Gold, silver, diamonds & gemstones are guaranteed. We do not guarantee or warranty clocks. All weights & measurements are approximate. Artist's names, signatures do not carry warranty & are not guaranteed unless Certificate of Authenticity accompanies lot, provenance provided when available.

Time & Again, Inc. & its representatives do not claim any expertise. Any condition statement is given as a courtesy to a client, it is only an opinion and should not be treated as a statement of fact. Time & Again, 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 and tear, imperfections or the effects of aging. Any dispute of purchase must be made within 7 days of sale.

A 24% buyer's premium is added to purchase price of every item sold through the gallery. Purchaser must pay 7% NJ sales tax on total purchase price, including premium unless appropriate exemption form is filed. Internet buyers pay 26% buyer's premium & are not responsible for sales tax unless the item (s) are picked up at the gallery.

Lots may have reserves or minimum selling prices. This confidential figure is set by consignor & TIME & AGAIN, INC. TIME & AGAIN, INC. will exercise all reserve bids. The record of sale kept by the auction house is final in any dispute. Digital recordings of the sale will be used for confirmation.

Buyer takes responsibility of the property as soon as the item gets "sold on the block". The auction house may choose to resell items if terms for removal are not met. Storage charges will begin 7 days after sale, \$60 per month per lot.

Gallery may choose to re-consign property with the buyer as the consignor with no reserve at a future sale. Standard Gallery fees will be applied.

Payment is due at the end of each sale. We accept cash (In House Only), checks, Paypal, Traveler's checks, major credit cards (with the exception of American Express) or debit cards. Purchases of \$10,000.00 or above must be paid by wire transfer or certified check. TIME & AGAIN, INC. reserves the right to hold property until checks clear. A \$25 fee will be charged for all returned checks. If a check fails to clear after second deposit, the purchaser will be held responsible for any and all fees incurred until we have collected good funds, including storage charges. Bad checks, fraudulent credit cards of purchases will be reported to the police and will be prosecuted by TIME & AGAIN, INC. to the fullest extent of the law. Purchasers who fail to pay in a timely fashion will face immediate disbarment from bidding on all internet bidding sites and will be reported to other galleries. Buyer's who fail to pay will be liable for any lost fees gallery may incur. Bidder shall be responsible for all costs of collection, including court costs and reasonable attorney's fees. By participating in Time & Again, Inc. auctions through the

internet, bidders consent to the jurisdiction of the Courts where the auctions are held. Any dispute between the bidder and Time & Again, Inc. shall be resolved before a court of competent jurisdiction in the State of New Jersey.

Our shipping department is managed by 3 Little Men. To obtain a shipping quote prior to the sale please call 917-525-5595 or email shippingta@gmail.com. If you intend to pick your items up in person at the gallery after the sale, the gallery MUST BE NOTIFIED no later than within 3 business days following the end of the sale date. Otherwise your items WILL BE MOVED to the shipper's location in Frenchtown , NJ. Following any purchase made at our auction, you will be contacted with multiple shipping options such as: FedEx, UPS, USPS, DHL, various freight providers and in-person delivery, as well as any and all express or overnight shipping needs. 10 days from the completion of the sale, your order will begin accumulating storage fees. Storage fees are as follows: \$25 dollars for the first day and \$10 dollars per invoice per day.

For any shipping, moving, delivery, pickup questions please call 917-525-5595 or email shippingta@gmail.com

YOUR ITEMS WILL BE MOVED TO OUR OFF-SITE SHIPPING FACILITY. IF YOUR INTENTIONS ARE TO PICK UP YOUR PURCHASES YOU MUST CONTACT US AT THE COMPLETION OF AUCTION.

I understand that by bidding on any items indicates my acceptance of these terms and conditions.

Signature