

AUCTION CONDITIONS OF SALE

Matthew's Galleries acts solely as agent for various owners, consignors or itself. The property described in the catalog or on our website www.matthewsgalleries.com or any website may be amended or revised by notice or announcement at sale time, are offered for sale by Matthew's Galleries as agent for various owners or others authorized to sell the items. Matthew's Galleries exercises care in describing all items listed and uses careful judgment in ascribing authorship, but offers no guarantee (*see *Limited Warrantee*) regarding authorship, authenticity, condition, or description. Hereinafter, Matthew's Galleries is referred to as the Sellers agent. The owners or others authorized to sell the items are hereinafter referred to as Sellers. The person or persons acknowledged by the auctioneer to be the highest bidder on an item shall be hereinafter referred to as the Buyer or Buyers. Matthew's Galleries reserves the right to change the terms of sale by oral announcement. Any such change shall become part of the "Conditions of Sale".

- **By placing of a bid, whether present at the sale in person, or by agent, or by written or oral bid, or by telephone or other means, the Buyer agrees to be bound by these conditions of sale.**
- **Registration: Matthew's Galleries requires each bidder to fill out a registration form before receiving a bidder's number. A valid driver's license and/or major credit card are required as credit information, or a cash deposit.**

1. The highest bidder acknowledged by the auctioneer shall be the Buyer. In the event of any dispute between bidders, the auctioneer has the absolute discretion to determine which bidder is the successful Buyer or to re offer the item in dispute and resell it.
2. In the event of any dispute after the sale, Matthew's Galleries record of the final sale price and of the successful buyer shall be conclusive. Matthew's Galleries reserves the right to withdraw any item before or during the sale.
3. Many items in the auction are sold subject to a reserve. Such reserve is confidential, but in no case will the reserve exceed the low estimate. The auctioneer may reject any bid or increment not commensurate with the value of the lot.
4. Order (absentee) bids are accepted. A deposit and/or major credit card number may be required. Absent parties may place bids by-mail, postal mail, phone or in person prior to the sale. Order bids must be placed prior to the day of sale. Matthew's Galleries will execute such bids up to the maximum amount specified. Matthew's Galleries is not responsible for errors or omissions in the execution of these bids. Phones must be reserved prior to the day of sale. Phone bidders are encouraged to leave a cover bid in case of technical failure. No phone bids accepted on lots estimated under \$500.
5. Buyer's Premium & Payment: • The purchase price payable by the buyer shall be the sum of the final bid (also referred to as the hammer price) plus a **premium of 17%** of the final bid or 20% on Internet bidding. Payment may be made by cash, check or major credit card. We do not accept American Express or any traveler's checks. No merchandise will be released to the buyer until fully paid, and may be held until checks clear, especially from buyers residing outside of Oregon. Buyers attending the auction must pay for and remove all items that day, unless prior arrangements are made. **All other items must be paid for within 48 hours of notification of a successful bid.** Oregon does not have a sales tax.
6. ***Limited Warrantee:** Although Matthew's Galleries exercises due care in describing the items listed and uses good judgment in ascribing authorship, it does not make any express or implied warrantee as to such authorship. Notwithstanding, Matthew's Galleries may, but shall have no obligation to, consider any reasonable request for refund on the grounds of authenticity of authorship only, and only under the following conditions: A. Notification must be made to Matthew's Galleries in writing within 3 days of receipt of the item. B. The items must be returned within 7 days of the sale, accompanied by written testimony from **a recognized authority of the specific artist or object in question**, that the lot in question is a forgery. C. The limited warrantee does not extend to the lots identified as attributions, school, circle, manner, or after. D. The limited warrantee is applicable only to the original Buyer.
7. It is the buyer's obligation to inspect each item before the auction to determine the true condition. If this is not possible, Matthew's Galleries will, in good faith, attempt to describe the condition of all property accurately and reasonably. Since condition descriptions are subjective and a matter of interpretation, Matthew's Galleries assumes no responsibility for its descriptions or "condition reports", and all property is sold "as is." While all efforts are made to be accurate, measurements, weights, sizes and the like, indicated in catalog descriptions or elsewhere are all considered **approximate**.
8. As a convenience to the Buyer, Matthew's Galleries will make a referral for packing and shipping. This is at the request, expense, and risk of the Buyer, and Matthew's Galleries assumes no responsibility for the items or the timing of delivery of such items. Insurance for in transit items is the responsibility of the buyer as well.

BIDDING AT THIS AUCTION, WHETHER IN PERSON, BY AGENT, ORDER BID, TELEPHONE OR OTHER MEANS, CONSTITUTES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE "CONDITIONS OF SALE".

5/25/10

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