

## TERMS AND CONDITIONS OF SALE

1. The buyer shall pay Goods and Service Tax (GST) and Provincial Sales Tax (PST) on such sales at time of payment of the purchase price, unless a sales tax exemption form has been submitted at the time of payment.
2. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders or in the event of doubt on the part of the auctioneer as to the validity of any bid, the auctioneer will have final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, our record is conclusive.
3. On the fall of the auctioneer's hammer, title shall pass to the highest bidder acknowledged by the auctioneer, subject to all the conditions set forth herein. Such purchaser shall immediately give to the auctioneer a deposit equivalent to 25% of the purchase price, along with his/her name and address, in default of which the auctioneer may re-offer sale of the lot or lots in question.
4. Any persons causing any disturbance in any manner whatsoever will be immediately and if necessary forcibly removed.
5. Any lots (jewelry or otherwise) sold with an appraisal are offered on the seller's request. No warranty, nor value is implied by JA Auctioneering.
6. Immediately upon adjudication of each lot, the purchaser (the highest bidder) shall assume full risk and responsibility for the objects purchased. The auctioneer will exercise due caution in caring for such purchases, he will not be responsible for any damage, destruction, loss or theft thereof, howsoever caused and whether or not caused by his/her negligence.
7. The auctioneer has the absolute discretion to divide any lot; to withdraw any lot; to withdraw any property before sale: to refuse or reject bids and to regulate the bidding. He may bid on the sellers and/or consignor's behalf for all objects being offered subject to a reserve, or at the auctioneer's sole discretion.
8. While descriptions are believed to be accurate all statements or representations on such matters, whether printed in a catalogue or made orally, are statements of opinion only and not representations of facts. Every object or lot is sold as is without warranty, and the auctioneer disclaims for himself and for the vendor and/or consignor, any and all responsibility for authenticity, age, origin, condition, size, weight, quality or kind. Purchasers are deemed to have satisfied themselves on authenticity, condition, etc. before bidding. No-one in the auctioneer's employ has the authority to make any representation of fact whatsoever.
9. No objects purchased shall be claimed or removed until the sale has been concluded. All objects shall be paid for and removed at the buyer's risk and expense within twenty-four (24) hours of the sale.
10. In default of the purchaser to fulfill any and/or all of his/her obligations here under, in addition to other remedies available to the auctioneer and the consignor and vendor by law, including without limitation the right to hold the purchaser liable for the total purchase price, the auctioneer as it's option may either:
  - (a) cancel the sale, retaining as liquidated damages and not as a penalty all payment made by the purchaser including the aforementioned deposit or
  - (b) resell the property at public or private auction, or by private sale whereas the Purchaser shall be liable for any deficiency, cost (including handling and storage charges), the expenses of both sales, the auctioneer's commission on both sales (at its regular rates) and all other charges due herein. In the event legal action must be instituted to seek enforcement of this agreement by seller, the purchaser will be liable for all attorney's fees. Interest will be assessed at a rate of 24% (twenty-four percent) per annum on any sums due pursuant to this agreement from the due date until paid.
11. Payment will not be deemed to have been made in full until the authenticity of bank drafts, money orders or certified cheques have been verified.
12. In the event any part of these terms and conditions are declared void or unenforceable by a court of competent jurisdiction, the remainder of the terms and conditions shall continue to be in full force and effect with unenforceable part thereof deleted. To the fullest extent permitted by law the purchaser knowingly, irrevocably and voluntarily agrees to attorn to the jurisdiction of the courts of the Province of British Columbia. To the fullest extent permitted by law, the buyer agrees not to bring any action, suit, or proceeding arising out of this sale, directly or indirectly in any other form.
13. Auctioneer reserves the right to change any of the terms of conduct and enforcement of sale by announcement, written or oral, made before the auction sale or at the commencement thereof and such change or changes by virtue of this clause, shall be binding on any purchaser by constructive notice.
14. I hereby consent to being recorded and/or photographed and to the use of my name, likeness and poses and grant Federal Auction Service Inc. an unlimited number of uses in all advertising, promotion and publicity. I hereby release and hold harmless Federal Auction Service Inc. against all manner of action, liabilities, claims and demands whatsoever which I may have arising out of the use of tapes and photographs produced.

WE ACCEPT THE FOLLOWING METHODS OF PAYMENT: Cash Certified Cheque Interac Visa Mastercard

I understand that the appraised price is not the wholesale nor retail price nor is it intended to be used as a basis for the purchase of or for the sale of an item. I acknowledge that I have received the form titled 'Important Notices'. I understand and agree to abide by the Terms and Conditions of this auction as posted and listed above. I agree to a 15% handling charge added to each purchase, plus applicable sales taxes. I also acknowledge that all sales are final, sold on an "as is" basis, and that there will be no refunds, exchanges or returns.

Buyer's Signature: \_\_\_\_\_