

Terms of Sale

1. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as you desire, or that you have chosen not to examine them.
2. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate and detailed information. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. We do not give refunds. All sales are final. No statement written or oral made by the auctioneer shall be deemed a warranty or assumption of liability by Price Auctioneers, LLC or by any seller represented by Price Auctioneers, LLC.
3. If a lot is offered with a reserve, the reserve is printed following the description and bidding will begin at that price.
4. Once we declare that an item is sold, we cannot reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying "sold." We reserve the right to reject any bids deemed inappropriate. If an item is withdrawn from the auction it will be offered again only at the auctioneer's discretion.
5. Payment must be made by cash, approved check, or MasterCard and Visa credit cards. We reserve the right to require bank checks for large purchases. Buyers not known to us who wish to write a check must provide a current letter of credit from their bank guaranteeing funds for that account. Credit arrangements must be made by the Friday prior to the day of auction so bank statements can be verified. We reserve the right to not issue a buyer's number or to withhold merchandise if appropriate credit has not been established.
6. Payment for all purchases is expected at time of purchase. Payment for successful absentee and phone bids is required at time of purchase. Your signature on this form constitutes permission to charge successful bids to credit cards.
7. We are pleased to offer absentee and phone bidding for prospective bidders who cannot be present at the auction. Please complete the Absentee Bid and/or Phone Reservation form. Absentee bids left with us are executed competitively and confidentially. In the case of identical bids left with us, the bid received first will prevail. The deadline for absentee bids is at least one-hour before start of auction. All reservations for phone bidding are held in the strictest confidence and must be received one day prior to auction day. In our experience, cellular phones are not always dependable, and we recommend phone bidding reservations be made on land lines. We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations. Submitting left bids or bidding by phone does not imply an extension of credit. Please see numbers 4 and 5 above.
8. Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay in advance all packing expenses, materials, carrier fees and insurance charges. At our discretion, items will either be packed by an agent such as the UPS Store or other designated packing and shipping store. Please allow two weeks for shipping after day of auction. Shipment of large items is the responsibility of the purchaser. We are happy to provide names of carriers and shippers if a purchaser so requests. Price Auctioneers, LLC will have no liability for any loss or damage to shipped items.
9. All purchases are subject to North Carolina sales tax unless the North Carolina Certificate of Resale tax form is fully and completely filled out and received prior to time of purchase. Resale tax numbers from other states are accepted. International buyers are responsible for tariffs, taxes, or assessments of shipped items to the buyer's country.
10. Bidding on an item indicates your understanding and acceptance of these Terms of Sale. If a purchaser breaches any of these Terms of Sale, including the obligation to pay for purchased items, Price Auctioneers, LLC may seek all remedies under the law including canceling the sale and reoffering the property without reserve.
11. A buyer's premium of 13% will be applied to the purchase price of all items (3% discount for cash and check.)

Master Card, Visa number or Bank Letter of Credit: _____

CVS Number (On Back of Card) _____ Expiration Date: _____

Signature of Bidder _____ **Date** _____