

SOUTH BAY AUCTIONS, INC. CONDITIONS OF SALE

The property listed in this sale will be offered by South Bay Auctions, Inc. for the consignor and sold under the following terms and conditions:

1. The highest bidder acknowledged by the Auctioneer shall be the purchaser. In the event of a dispute between bidders, the Auctioneer shall decide who the successful bidder was, or he may re-offer the disputed item for sale.
2. The Auctioneer reserves the right to reject any bid or raise not commensurate with the value of the article being offered. On items upon which there is a reserve, South Bay Auctions, Inc. shall have the right to bid on behalf of the seller.
3. An in-house Buyer's Premium of 20% will be applied to all property sold to be paid by buyers as part of the purchase price. Note an additional service charge of 5% will be added for live online internet bidders.
4. South Bay Auctions reserves the right to withdraw from the sale any of the items listed or to sell at this auction items not listed, also reserves the right to group one or more lots into one or more selling lots, or to subdivide into two or more selling lots.
5. All bills must be paid in full before leaving the premises the day of the sale. Lots that have been paid in full are to be taken at the buyer's risk and expense at the conclusion of the sale. All items not picked up on the day of the auction need to be picked up at the East Moriches Gallery within three (3) business days. Items left beyond that time will be stored in public storage at the expense of the buyer. South Bay Auctions shall not be responsible for goods not removed within the time specified.
6. Payment methods accepted: Online Payments for eligible bidders, Checks, Money Orders, Bank Wire Transfers and Visa/MasterCard credit cards. PLEASE NOTE: Unless alternate payment arrangements have been made, internet bidders will be automatically charged after four days using the credit card submitted for registration. (*Credit card payments will be subject to a 3% processing fee.*) We do apologize, but PAYPAL is NOT accepted. Personal checks will be acceptable only if credit has been established with South Bay Auctions or if South Bay Auctions have a bank authorization guaranteeing personal checks. South Bay Auctions reserves the right to hold merchandise paid by personal check until the check has cleared the bank if they deem such action necessary to protect their interest. Makers of bad checks will be prosecuted to the full extent of the law, and charged all the fees, legal and other, incurred by South Bay Auctions. PLEASE NOTE: ALL JEWELRY PURCHASES MUST BE PAID IN CASH, BANK CHECK OR WIRE TRANSFER. IF PAID BY CREDIT CARD IT WILL BE SUBJECT TO A 30 DAY SHIPPING DELAY.
7. Those attending exhibition, sale or removal of goods assume all risks of damage or loss to person and property and specifically release South Bay Auctions from liability thereof. Neither South Bay Auctions nor their principal shall be liable by reason of any defect in or condition of the premises on which the sale is held.
8. South Bay Auctions shall not, in any event, be liable for non-delivery or for any other matter or thing to any purchaser of any lot, other than for the return to the purchaser of the deposit or sum paid on said lot, should be purchaser be entitled to it.
9. Condition of items sold: South Bay Auctions shall not be responsible for the correct description, authenticity, genuineness of or defect in any lot, and makes no warranty in connection therewith. No allowance will be made or sale set aside on account of any incorrectness, error in cataloging or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as-is" and without recourse. Prospective bidders are advised to inspect the property before bidding.
10. Works of Art (paintings, watercolors, etc) are not guaranteed unless so stated.
11. Records: The record of sale kept by South Bay Auctions and bookkeeper will be taken as final in the event of any dispute.
12. Agency: South Bay Auctions is acting as agent only and is not responsible for any acts of its principals.
13. Absentee bids are executed by a member of South Bay Auctions staff on the Bidder's behalf up to the amount specified on the bidding form. One problem that may arise through absentee bidding might occur through someone in the audience bidding the exact amount specified as a limit on the sealed bid. It is our policy in this case to bid on behalf of the absentee bidder for the next raise, so that he/she does not lose an item at the exact amount.
14. Compliance with Terms of Sale: In default of payment of bills in full within the time herein specified, South Bay Auctions in addition to all other remedies allowed by law, may retain all moneys received as deposit or otherwise liquidated damages. Lots not paid for or not removed within the time specified herein may be resold at public or private sale without further notice and deficiency, otherwise all expenses and charges of resale will be charged to the defaulted purchaser, including legal fees incurred by South Bay Auctions, Inc.
15. Any additional terms or conditions of sale added by Auctioneer shall be announced prior to the auction.
16. Any bidding on any lots in this sale indicates acceptance by the Bidder of the above terms of sale.
17. All purchases are subject to New York State sales tax unless the purchaser possesses a New York State sales exemption certificate.
18. Firearms are subject to state and federal regulations.