

Simond & Oakes Auctioneers & Appraisers LLC
Terms & Conditions of Personal Property Sale

1. Acceptable forms of payment: Money Order, Bank Check, Travelers Check, Visa or Master Card.
2. Personal and business checks will be accepted BUT ONLY if accompanied by a Letter of Authorization from your bank guaranteeing payment of that check, valid for 14 business days from the sale date. Please phone us if you need more information on bank letters of guarantee. Simond & Oakes Auctioneers & Appraisers LLC reserves the right to hold merchandise purchased by check until said check has cleared the bank. The purchaser agrees to pay Simond & Oakes Auctioneers & Appraisers LLC a handling charge of \$25.00 for any check not honored by the bank
3. BUYER'S PREMIUM: A BUYER'S PREMIUM OF 15% WILL BE APPLIED TO THE SALE PRICE, TO BE PAID BY THE BUYER AS PART OF THE PURCHASE PRICE FOR BUYERS ON-SITE.
4. All purchases are subject to the Massachusetts 5% sales tax unless the purchaser presents to Simond & Oakes Auctioneers & Appraisers LLC a valid Massachusetts Sales Tax Resale certificate or exemption number and a copy of the appropriate certificate is placed on file with our office. All dealers ARE REQUIRED to present said tax certificate. Out of state certificates are not accepted in Massachusetts.
5. Simond & Oakes Auctioneers & Appraisers LLC reserves the right to hold merchandise purchased until payment is made.
6. The highest bidder, as determined by the auctioneer shall be the purchaser. In case of a disputed bid: the auctioneer shall have the sole discretion to determine the purchaser, and may also at his or her election withdraw the lot or re-offer it for sale.
7. All sales are AS IS and WHERE IS. While Simond & Oakes Auctioneers & Appraisers LLC has made every effort to accurately and correctly identify and describe the property, any statement is only an opinion and is not necessarily a statement of fact. Simond & Oakes Auctioneers & Appraisers LLC shall not be held responsible for any error or omission. The buyer should expect day to day wear and tear, and aging of items for sale. The auctioneers reserve the right to make verbal changes or to provide additional information at the time of sale.
8. All merchandise purchased must be paid for on the day of the sale. Merchandise must be removed from the premises on the day of the auction, or in accordance to other terms as announced at the sale. Simond & Oakes Auctioneers & Appraisers LLC may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed by the purchaser on the day of the sale. Simond & Oakes Auctioneers & Appraisers LLC shall have no liability for any damage to the merchandise purchased and left on the premises by the buyer from the date of the sale forth. Simond & Oakes Auctioneers & Appraisers LLC, at its discretion, may transfer to, and store the property, at a bonded warehouse and the purchaser agrees to pay all transfer and storage expenses.
9. Shipping is the responsibility of the buyer. Shipping insurance is suggested and is the responsibility of the buyer. Simond & Oakes Auctioneers & Appraisers LLC shall not be held responsible for damages which occur during the packaging and shipping process or for property lost or stolen during the packing and shipping process.
10. If the purchaser breaches any obligations under the Terms & Conditions of Sale, including the obligation to pay in full for the purchase price of all items for which they were the highest successful bidder, Simond & Oakes Auctioneers & Appraisers LLC may exercise all of it's rights

and remedies under the law, including without limitation: (1) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (2) offering at public auction, without reserve, any lot or item for which the purchaser has failed to pay in full for the purchase price, holding the purchaser liable for any deficiency, plus all costs of the sale.

11. In no event will the liability of Simond & Oakes Auctioneers & Appraisers LLC to any purchaser exceed the purchase price actually paid by such purchaser for such item.
12. Bidding on any item indicates your acceptance of these Terms and Conditions of Sale as well as any other terms as announced by the auctioneer at the time of sale.

Simond & Oakes Auctioneers & Appraisers LLC