



1485 W. Housatonic St. | Pittsfield, MA 01201 | (413) 448-8922 | Fax: (413) 442-1550
Email: info@fontaineauction.com | Website: www.fontaineauction.com

TERMS OF SALE

All bidders are responsible for reading and understanding these Terms of Sale, as well as any supplemental notices. If you have any questions after having read the Terms of Sale, please contact the gallery, at info@fontaineauction.com or 413-448-8922. No communications by any employee of Fontaine's Auction Gallery is intended to be binding, and such communications are made for informational purposes only.

1. General

Each lot in this catalogue is offered for sale subject to the terms set out below, as changed or supplemented by provisions a) written in other places within these Terms of Sale, b) in written supplements to this Catalogue or other materials prepared by us and c) as stated by the auctioneer or posted in writing at the auction, prior to a bid being accepted for a lot. By bidding at the auction the buyer and all bidders agree to be bound by these terms or those changed and supplemented, whether bidding in person, through a representative, by phone, by internet, or other absentee bid. Fontaine's Auction Gallery, Inc. retains all rights to copyright and other intellectual property contained in this catalogue.

Sales Results: Results will be available by phone and on the web at www.fontaineauction.com. **Sales results will be available no earlier than 10:00 am on the Tuesday following the auction** or as soon as Fontaine's Auction Gallery, Inc. has audited and verified all sales. **Please do not call prior to this time for results, as they will not be given out under any circumstances.** We thank you for your understanding in this matter.

2. Buyer's Premium, Purchase Price, Taxes, and Billing

Buyer's Premium: All bidding at auction and all purchases will be in U.S. Dollars. A buyer's premium in the amount of **15%** of the successful high bid will be added to the amount of the successful bid price for all lots purchased at auction.

Purchase Price: Upon the announcement by the auctioneer, the successful bidder becomes the purchaser and is responsible for the amount of the successful bid, the buyer's premium, applicable taxes, and other charges provided for in the Terms of Sale.

Taxes: Applicable taxes shall include Massachusetts sales tax (5%), use tax, excise tax, and other taxes or levies. Only valid resale certificates are accepted as proof of exemption from Massachusetts's sales tax by U.S. dealers. No Massachusetts sales tax is charged for purchases shipped out of state.

Billing: All successful bidders will be sent invoices by mail on the Wednesday after the auction.

3. Methods of Payment and Fees

Acceptable methods of payment: Cash, Check, and Wire Transfers. Payment from absentee and phone bidders is due within 72 hours of notification of successful bids. All other payments are due upon receipt of invoice. We reserve the right to hold all goods paid for by check until payment has cleared.

Late Payment Charge: If payment is not received within thirty (30) days of sale, Fontaine's Auction Gallery, reserves the right to impose from the date of sale a late charge of 1 1/2% a month of the total purchase price and deny all future credit.

4. Qualifying to Bid

New Buyers: If you are not known to us, you may be asked to furnish identification, a valid credit card number, and, possibly, credit references. If you are acting as another's agent or principal, we may request a letter of authorization. If paying by check, you must establish credit at least three (3) business days prior to the auction. A letter from your bank, presented before the sale, may also be accepted, at our discretion, although we may retain your purchase(s) until the check clears. If you are successful and do not remit payment within thirty (30) days, the balance will be charged to your credit card together with such charges set forth in these terms of sale.

5. Bidding Increments:	0 – 100	=	10
	100 – 500	=	25
	500 – 1000	=	50
	1000 – 2500	=	100
	2500 – 5000	=	250
	5000 – 10000	=	500
	10000 – 25000	=	1000
	25000 – 50000	=	2500
	50000 – 100000	=	5000

The auctioneer has the sole and exclusive power, discretion, and authority to regulate the bidding and its increments.

6. Absentee Bids

We accept absentee bids by phone, by mail, in person, or by fax. Absentee bids are requested no later than 6:00 p.m. on the Thursday before the auction. If you fax your absentee bids, please call us to confirm receipt. All absentee bidding is handled as though you are in attendance. We will buy all designated lots for you at the bidding increment just above where competition stops. Please check and comply with these increments. All unreserved bidding starts at 50% of the low estimate unless there are two or more competing absentee bids at a price higher than that. (For example, a lot estimated at \$500–\$750, with no reserve, will normally open at \$250. If there are two absentee bids for \$400 and \$600, the lot must sell for \$425, even if there is no further bidding from the phone, later absentee ballots, or from the live audience. In such a case, we will open the bidding at close to the low estimate.)

"Plus" bids: Because of our structured bidding increments, it is more likely that several people will leave identical bids. Since an earlier bid wins in the event of a tie, a later bid with an added "plus" bid to the next increment would win the piece. All absentee bidder names and bids are held in strictest confidence, disclosed only in the event of a question after the sale. Absentee bidding is a convenience offered to our customers and, while we will make every effort to execute your instructions, Fontaine's Auction Gallery is not liable or responsible for any errors or failure to do so.

7. Telephone Bids

Lines are available on a first-come, first-served basis – please reserve as soon as you are able. We must hear from you no later than 12 noon on the Thursday before the auction. Determine the lots on which you most want to bid before reserving the lines. If you need condition reports, please request and review them prior to reserving phone lines. We will call you at **one phone number ONLY during the auction**. If you are unsure of where you or your agent will be during the sale, we recommend you leave absentee bids. All requests for overseas telephone lines must be accompanied by absentee bids, which will be executed on the buyer's behalf, should there be any problems with telephone connections. Your phone number and lots will be confirmed the day before the auction. Please do not change your phone number after your phone lines have been confirmed; if you do, Fontaine's Auction Gallery will not be responsible for any breakdown in communications. We strongly recommend land lines, as, to date, they are more reliable than cellular phones. One of the reasons people bid by phone is to monitor how much they're spending. However, if you bid by phone, you must be willing to bid to the low estimate should the bidding go that far. There is no exception to this rule. You may, however, leave absentee bids for any amount. Bids are placed on the telephone at the discretion of Fontaine's Auction Gallery, and at the caller's risk. Telephone bidding is a convenience offered to our customers and, while we will make every effort to execute your instructions, Fontaine's Auction Gallery is not liable or responsible for any errors or failure to do so.

8. Auctioneer's Determination Final

A lot will be sold to the highest bidder as determined in the sole and exclusive judgment of the auctioneer. The auctioneer will also have the sole and exclusive power and authority to a) resolve any disputes between bidders, b) determine whether to pass or re-offer a lot for sale c) reject or challenge any bid or advance in the bidding, and d) otherwise regulate the bidding and its increments.

9. Reserves

A reserve is the confidential minimum price established between Fontaine's Auction Gallery and the consignor. The reserve will never exceed the low estimate of the lot. Fontaine's Auction Gallery prohibits consignors from bidding on their own property, but may implement the reserve by bidding on behalf of the consignor at the auction up to the reserve. If bids on a lot fail to reach the reserve, the lot will be bought-in.

10. Estimates

The estimates provided in this Catalogue are our opinion of the price that a willing buyer would pay for the Property at auction. These estimates are opinion, based, where possible, on prices paid for comparable items sold in the past. They are neither a representation nor a prediction of the actual selling price that will be realized at auction, post-auction sale, or upon resale, which may be substantially different from these estimates. We shall not be liable in any way for such a difference.

11. Withdrawal of Property from Sale

Fontaine's Auction Gallery reserves the right to withdraw property from the sale for any reason and with no liability whatsoever for such withdrawal.

12. Warranties and Guarantees

All items are served "as is, where is," except as expressly stated otherwise in this paragraph.

General: All information in the Catalogue concerning: age, authenticity, genuineness, quantity, period, culture, source, or origin is warranted for a period of thirty (30) days from the date of sale by Fontaine's Auction Gallery, except as excluded below. This warranty extends to only the original buyer of record (that is, the registered bidder). Size is approximate. All ceramic and glassware lots are represented as being free of cracks, chips, hairlines and repairs, unless otherwise stated. The terms "perfect," "mint," and "pristine" indicate that the lot is in the same condition that it was at time of manufacture. Exclusions and Limitations: This Warranty does not cover:

- a) Wear, minor, imperfections or factory flaws
- b) Any description which states (or is bracketed in a section described as) "as-is" or "not guaranteed";
- c) Subsequent owners or assigns of the Property,

This disclaimer of liability on our part applies whether the information is included in the Catalogue, advertisements, announcements, or communicated through our representatives, bills of sale, or elsewhere, and whether written or oral.

13. Condition Reports

Condition reports are statements of opinion by the staff of Fontaine's Auction Gallery, and/or independent consultants, it is **not** a warrantee. If you would like condition reports for items in the sale, please call (413) 448-8922 on Wednesday through Friday during preview week between 2:00 pm and 5:00 pm. Otherwise, please fax (413) 442-1550 or mail the condition report form and you will be called prior to 5:30 pm on the Friday before the auction. Please be patient. We get many requests and we make every effort to respond to all of them in a timely fashion. Fontaine's Auction Gallery is not liable or responsible for any errors in the condition report or failure to deliver the same.

14. Rescission by Purchaser

If within a reasonable time, not to exceed thirty (30) calendar days after the sale, the original purchaser a) gives written notice to Fontaine's Auction Gallery, alleging that the age, authenticity, genuineness, quantity, period, culture, source, or origin as set forth in the terms of sale and warranted by Fontaine's Auction Gallery were materially inaccurate and misleading and substantially overstated the value of the Property, and b) receives written permission to return the Property from Fontaine's Auction Gallery and c) returns the Property with five (5) days of receiving this permission and in the same condition it was in at the time of sale and d) proves the truth of such allegations to the satisfaction of Fontaine's Auction Gallery, the sale of such lot will be rescinded. If Fontaine's Auction Gallery has not yet paid the consignor the amounts due as a result of the sale to the purchaser, Fontaine's Auction Gallery will refund the full purchase price to the purchaser. Refunds shall not include costs of transportation, insurance, or other expenses which may have been incurred by the purchaser. If Fontaine's Auction Gallery has paid the consignor the amounts due consignor as a result of the sale, Fontaine's Auction Gallery will (i) refund to the purchaser the amount of the buyer's premium and applicable taxes received from the purchaser, and (ii) make written demand upon the consignor for the payment of the balance of the purchase price. If the consignor fails

to honor the written demand for a refund of the balance of the purchase price, Fontaine's Auction Gallery shall immediately furnish purchaser the name and address of the consignor, and shall assign to purchaser all of Fontaine's Auction Gallery rights for the return of the balance of the purchase price of the affected lot. Upon this disclosure and assignment, Fontaine's Auction Gallery shall have no further liability to purchaser or responsibility to pursue the purchaser's claim. Fontaine's Auction Gallery, will extend reasonable cooperation to purchaser, provided that such cooperation does not require out-of-pocket expenditures by Fontaine's Auction Gallery This limited right of rescission is available only to the original purchaser and may not be relied upon by any heir, agent, transferee, assign, or other third party or assigned to any subsequent transferee of the Property which gives rise to the claim. Purchaser acknowledges and expressly agrees that the provisions of the paragraph state the sole and exclusive remedy available to a purchaser in the event of nonconformity in Property purchased. The purchaser understands and agrees that the exclusive remedy for any breach of the warranty shall be a rescission of the sale and a refund of the original purchase price (bid plus buyer's premium), as well as any applicable taxes paid. Neither Fontaine's Auction Gallery nor its consignor shall be liable for damages beyond the remedy expressly provided for herein, such as, but not limited to, direct, indirect, special, incidental, punitive, or consequential, including the loss of profit or revenue, cost of obtaining alternative property, claims of customers of the purchaser or otherwise.

15. Rescission by Fontaine's Auction Gallery

In the event Fontaine's Auction Gallery receives notice of an adverse claim with respect to purchased Property, Fontaine's Auction Gallery shall have the right (but not the obligation), in its sole and absolute discretion, to rescind the sale to the purchaser, upon written notice to the purchaser. Upon such notice, the purchaser will promptly return the purchased property to Fontaine's Auction Gallery premises in the same condition as when purchased. Fontaine's Auction Gallery will then promptly refund the purchase price, including the buyer's premium and applicable taxes paid. Purchaser will have no further recourse against Fontaine's Auction Gallery or the consignor, and Fontaine's Auction Gallery and the consignor shall not be liable for any damages of any nature suffered by the purchaser.

16. Payment, Collection, and Shipping Responsibilities of Purchaser

Purchaser Obligations: On the fall of the auctioneer's hammer, title to the property immediately transfers to the successful bidder who, in turn, becomes the purchaser of the Property. The purchaser assumes full risk and responsibility for the purchased Property, including all costs and expenses of handling, shipping, insurance, taxes, export, and otherwise, and is liable for the full purchase price, plus the buyer's premium, applicable taxes, and any other associated expenses.

Collection of Property and Storage Charges: The purchaser will pay for and remove the purchased Property from the premises of Fontaine's Auction Gallery within thirty (30) days of the sale. If the purchased Property is not removed in this time, the purchaser will thereafter be assessed a \$10 per lot storage charge per day. Fontaine's Auction Gallery may, at its discretion, remove the purchased Property to public storage at the purchaser's risk and expense. All associated charges will be added to the total invoice and must be paid in full before the Property will be released.

Packing and Shipping: The purchaser is responsible for the shipment of all purchased Property. As a convenience to the purchaser, Fontaine's Auction Gallery will, if requested, pack and ship or arrange shipment for you almost anywhere in the United States, fully insured, for a fee. Shipments are usually made within thirty days after payment has been received. (If you have any shipping preference for any reason, please make sure your shipper carries insurance. We are not responsible for any damage or loss that occurs while your objects are in another's care. **Shipping smalls:** A "small" is anything that can be shipped by common carrier such as UPS, Federal Express, or the U.S. Mail service. Fontaine's Auction

Gallery ships smalls via UPS, fully insured, for an additional fee covering labor and materials. Packages are sent ground to any destination that can be reached in three days or less by UPS or three-day air UPS if beyond that. FedEx can be used if you are in a hurry and have an account with them that you wish to charge. (Note that FedEx does not insure antiques with a value in excess of \$500.) The U.S. Post Office is used on lighting shipments or by special request. Shipping larger items: Larger items are objects such as furniture, andirons, lamps, floor vases, or any other item whose safe packing will exceed the limits of common carriers. Again, we can arrange delivery by freight almost anywhere in the United States, fully insured, for a fee. The delivery of large, heavy, or expensive objects is not an inexpensive proposition and we urge you to consider this before bidding. We will work with any shipper of your choosing.

17. Purchaser Default

Remedies: If any of the Terms of Sale are not fully complied with by the purchaser, the purchaser will be in default without need of notice by Fontaine's Auction Gallery. The purchaser shall be liable to Fontaine's Auction Gallery and the consignor for the total purchase price, including all premiums, charges, and expenses specified in the Terms of Sale. Interest shall accrue at the rate of 18% per annum commencing with the date of the auction. In addition to other remedies available to Fontaine's Auction Gallery by law, Fontaine's Auction Gallery may, at its option, a) cancel the sale of the lot(s) on which the purchaser defaulted and of any other lots sold to the defaulting purchaser at the same or any other auction(s) and retain as liquidated damages all payments made by the purchaser, b) resell the purchased Property, whether at public auction or private sale, or c) pursue any combination of a) and b) above. In event of default, the purchaser will be responsible to Fontaine's Auction Gallery and the consignor for any deficiency, any and all costs and expenses, including reasonable attorneys' fees, collection fees and expenses, late charges, and other damages. Fontaine's Auction Gallery may, at its discretion, apply any proceeds of sale otherwise due to the purchaser or monies of the purchaser in Fontaine's Auction Gallery's possession to reduce or satisfy the purchaser's obligations.

Security Interest: As security for full payment to Fontaine's Auction Gallery, and the consignor of all amounts due, the purchaser grants and Fontaine's Auction Gallery retains a security interest in the Property purchased at auction and in any other property or money of purchaser in Fontaine's Auction Gallery possession or coming into Fontaine's Auction Gallery's possession (collectively, "collateral"). Fontaine's Auction Gallery shall have the rights of a secured creditor as provided by the Uniform Commercial Code and other applicable law. Such security interest in the Property or other collateral will cease when the Property is physically delivered to the purchaser or the purchaser's agent.

18. Governing Law and Forum for Disputes

The laws of Massachusetts shall govern the auctions of Fontaine's Auction Gallery. Any disputes which may arise in connection with the auction and/or any auction purchase, and all of the terms and conditions set forth herein above, shall be governed by and construed in accordance with Massachusetts law. Any one who participates in the auction and/or makes auction purchases agrees to submit to the jurisdiction of the courts of the State of Massachusetts with respect to any dispute arising in connection with the auction and/or any auction purchases. In the event that Fontaine's Auction Gallery needs to bring an action to enforce the terms and conditions herein and/or to collect any sum due and owing to it, Fontaine's Auction Gallery shall be entitled in addition to collect its reasonable attorney's fees, collection agency fees, and cost of suit.

19. Limitations of Liability

Fontaine's Auction Gallery acts only as the agent for the consignor and in no event will be liable for any breach or default by the consignor.

20. Severability and Waiver

If any provision of portion of these Terms of Sale shall be deemed unlawful, void, or unenforceable under applicable law, that provision or portion shall be stricken and severed from the remaining provisions which shall remain in full force and effect. Failure to enforce any of the provisions in these Terms of Sale shall not be deemed a waiver of the right to enforce any other provisions of these Terms of Sale.

21. No Assignment

Unless Fontaine's Auction Gallery consents in writing, purchasers may not assign their rights or any of their obligations related to an auction or other sale by Fontaine's Auction Gallery

22. No Modifications

These Terms of Sale may not be changed unless Fontaine's Auction Gallery and purchaser have agreed to do so in a written agreement signed by both parties.

23. Miscellaneous

Export or Import: An export license may be required for the export of certain materials. Some countries prohibit the importation of certain materials. It is the sole responsibility of purchasers to familiarize themselves with any required license and import/export requirements. Fontaine's Auction Gallery will have no responsibility with regard to these matters.

Private Sales: These Terms of Sale shall apply to both auction and private sales of property.

Paragraph Headings: Paragraph and subheadings are included in these Terms of Sale for ease of reference and should not be used to interpret the meaning of the substantive provisions.

Fontaines Auction Gallery