

TERMS AND CONDITIONS:

SPECIAL PAYMENT AND DELIVERY PROCEDURES EFFECTIVE DURING THE COVID19 PANDEMIC

These terms will apply as long as the Stay in Place order is in effect.

MASKS MUST BE WORN TO ENTER THE AUCTION FACILITY.

ACCEPTABLE METHODS OF PAYMENT DURING THIS TIME WILL INCLUDE: Visa, MasterCard and Discover, cash, personal checks, cashier's check, money order and wire transfer. Any purchase over \$2,000 and all overseas transactions must be paid via wire transfer in US Funds unless prior credit has been established.

Payment is due upon receipt of invoice.

PICK UP AND DELIVERY: The UPS store in Seabrook is available for pickup and delivery of your item. Contact info: Store1510@theupsstore.com or 603-474-2420. Anyone wishing to pick up their purchase, the item must be paid for in advance and a private pick up at our gallery will be arranged. Please call the gallery 24 hours prior to your arrival time to schedule. Due to non-essential business procedures, we have limited office hours.

A SPECIAL NOTE FROM JOHN MCINNIS AUCTIONEERS (JMA): Our firm has been conducting auctions here in New England for nearly four decades. JMA prides itself on offering quality fresh to market and real objects (no fakes) at auction. We DONOT misrepresent the age or authenticity and we are always available to discuss the descriptions provided in the catalog. We generally will offer a limited guarantee on any major lot in the auction. The guarantee would be for the overall authenticity as represented and would apply to bidders who are relying on the catalog description to bid without ever attending in person. This would apply to a potential bidder and will only apply for ten (10) days after the auction date. (NO EXCEPTIONS) In the event a longer period of the time would be needed to determine authenticity as represented, the longer period requested would have to be agreed upon by both the consignor(s) and the potential buyer. This can sometimes apply if an independent expert needs to authenticate an object.

ACCEPTANCE OF TERMS: By registering to participate in a JMA auction thru any bidding service offered by us (whether present in person, by agent, by telephone or absentee bid, or through a live internet connection), you fully understand and expressly agree to the following terms and conditions, along with the agreement to be so bound. If a purchaser breaches any of these Terms of Sale, including the obligation to pay for purchased items, JMA may seek all remedies under the law including canceling the sale and reoffering the property without reserve. The rights and obligations of the parties shall be governed by the laws of the state of Massachusetts

REGISTRATION: Any bidder who registers thru one of our bidding platforms, (on line, in house, absentee) must register their name, mailing address, and telephone number prior to the auction. Unless known to JMA, all registrants are required to present two forms of identification, one of which must include a current photograph. Bidders may be required to present a valid Discover, Visa or MasterCard.

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. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to authenticity, age, condition, materials or any other feature of items being sold. JMA attempts to catalog every lot correctly and will attempt to point out any defects but will not be responsible or liable for the correctness of the catalog or other descriptions of the lot. Interested bidders are strongly encouraged to request a condition report on any lots upon which they intend to bid, prior to placing a bid. John McInnis Auctioneers nor the consignor makes any representation or warranty, expressed or implied, as to whether the Buyer acquires rights in copyright or other intellectual property (including exhibition or reproduction rights) or whether the property is subject to any limitations or other rights. John McInnis Auctioneers does not make any representation or warranty as to title. All items in the catalog are sold as described. On Line Buyer(s) have the right to rescind the sale under the following conditions: A written condition report was requested, and received by the Auctioneer, 48 hours prior

to the auction start, and the description is, in any material respect, inaccurate, or if the physical condition of the property materially differs from what was described, the Buyer has paid for the lot within 10 days of the sale, Buyer has arranged and paid for shipping within 5 days of payment for the Lot, and the Buyer provides notice of intent to return the item within forty-eight hours following receipt of the property and Buyer returns the property to the Seller within ten (10) days of receiving the property in the same condition it was sold. Any buyer requesting an extension on payment terms will not be allowed to return any purchased lots for any reason. All shipping costs, duties, tariffs and /or other expenses incurred are non-refundable. At no time shall John McInnis Auctioneers be held liable for more than the fee amount earned from the consignor of the disputed lot if the buyer does not meet all of the requirements stated. This guarantee is only valid to the original buyer. Any item(s) being returned must be in the same condition as when purchased. Discrepancies of description shall be decided by mutually agreed experts in the field. Any disputes regarding authenticity must be in writing by a reputable source (field expert) and is at the expense of the purchaser.

Additional information applicable to this Sale may also be set in our Catalog, on our web site, or announced during the sale without prior notice. It is your responsibility to review that information. In registering to bid at any Sale, you agree to the applicable Bid Conditions and all items are sold As is, Where is, with all Faults.

Using any of our online Bidding services is entirely at your own risk. Access to and use of Online Bidding is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections. John McInnis Auctioneers encourages bidders to attend Sales in person whenever possible.

Our goal is to provide prospective bidders with accurate and detailed information. All items are described to the best of our knowledge, however neither John McInnis Auctioneers nor its consignor makes any warranties or representations express or implied with respect to such property as to the physical condition, quality, rarity, importance, provenance, medium, period, origin, or estimated value of any lot sold. All measurements and weights are approximate. The absence of any reference to the condition of property does not imply perfect or imperfect condition. No statement anywhere, whether oral or written, whether made in the catalogue, advertisement, bill of sale or remarks by staff or the auctioneer, shall be considered a warranty representation or assumption of liability. Any reliance on any such content, advice, statement, or other information shall be at your sole risk.

Catalogs, including on-line catalogs and brochures are guides only and are based on information from sources believed to be reliable, but their accuracy cannot be guaranteed or warranted. The Auctioneer will not be liable for any errors or omissions. Photographs posted to the on line bidding websites may have had size modifications for display purposes. Estimated selling prices posted are for general information only and are not appraisals of value. The actual selling price of an item may be higher or lower. All weights and measurements are approximate. Any announcements and addendum's prior to the auction take precedence over the description in the catalog.

Conditions (If condition is not mentioned in a catalogue listing, this does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging.):
JMA will be pleased to provide a condition report for any lot on request. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging. Most of the items we sell are OLD and will have imperfections pursuant to age. We recommend prospective bidders examine all items in which they have an interest. By placing a bid, either in person, by phone, absentee or via the Internet, you signify that you have examined the items as fully as you desire to or that you have chosen not to examine them. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you have an expert examine the lot for you or DO NOT BID on the item in question. Bidding on these items is acceptance of these terms.

Lots are available for inspection prior to any Sale, and are for your convenience to satisfy yourself as to each and every aspect of a lot. You are strongly advised to examine in person any lot on which you may bid or have it examined on your behalf before any Sale at one of our auction previews. If there is any uncertainty to any lot we recommend you do not bid on the item in question. There are no refunds.

2. As used in these conditions of sale, the term "final bid" means the highest bid acknowledged by the auctioneer and the term "purchase price" means the sum of the final bid plus the premium payable by the buyer and sales tax if applicable.

3. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid, to advance the bidding at his absolute discretion and in the event of any dispute between bidders to determine the successful bidder, to continue the bidding or to re-offer and resell the lot in dispute. In the event of any dispute after the sale, JMA record of final sale shall be conclusive. Internet bidders should be aware that auction floor bids taken by the Auctioneer always supersede bids taken online, therefore it is often necessary for Internet bidders to bid again to have the contending bid on any particular item.

4. JMA reserves the right to withdraw any lot before the sale. The record of sale kept by the auction house will be taken as final in the event of dispute.

5. **DISPUTE BETWEEN BIDDERS:** If any dispute arises between two or more bidders, bidding on line or in house, the auctioneer may decide the same or may immediately put the lot up for sale again, and resell to the highest bidder. The decision of the auctioneer shall be final and absolute. The purchaser assumes complete responsibility for items at the fall of the hammer.

6. Some lots carry reserves or minimum selling prices. This is a figure set by the consignor and the auction house below which a lot will not be sold. The auction house will execute the reserve bids. The reserve will not exceed the low estimate. Estimates are subject to change at any time prior to the offering of each lot.

7. We are pleased to offer on line, absentee and phone bidding for prospective bidders who cannot be present at the auction. An absentee bid form must be completed and faxed or emailed to our gallery. Absentee bids will be executed competitively and confidentially. All bids are held in the strictest confidence and must be received 24 hours prior to the auction. Leaving an absentee or phone bid on a lot indicates your willingness to open the bidding at one half the printed low estimate, and gives the auctioneer the authority to open the bidding at that level. JMA shall have the right to withdraw any item at any time for any reason and to default any sale in the event of an error or dispute. In the case of identical absentee bids, the bid received first will prevail. Bidders are encouraged to submit absentee bids 24 hours prior to the auction. We reserve the right to pre-authorize a credit card deposit.

In bidding on line you acknowledge and agree that each bid submitted is irrevocable and cannot be amended or corrected, even if submitted in error and notified to us. You accept full liability for all bids submitted.

JMA will not be held responsible for any errors or failures, whether human or technology related, to accurately execute bids. WE ACCEPT NO LIABILITY FOR ANY FAILURE OR DELAY IN EXECUTING BIDS OR ANY ERRORS CONTAINED IN BIDS PLACED VIA AN ONLINE BIDDING SERVICE.

8. BIDDER'S INFORMATION

Standard Bid Increments:

We sell 70-100 lots per hour. Following are general guidelines for bidding increments:

0-49=10

50-499= 25

500-1999=100

2,000-4,999=250

5,000-19,999=1000

20,000-49,999=5000

50,000-99,999=10,000

100,000-159,999=15,000

160,000-199,999=20,000
200,000-+=25,000

BUYERS PREMIUM: A buyer's premium will be applied to the purchase price of all items:
20%. All In House Registered bidders attending the auction on sale day

23%. All Absentee, Phone and On-line Internet Bidding using a partnered live on-line software such as Liveauctioneers.com (If using an on line payment service additional fee may apply)

All items are sold AS IS, WHERE IS, WITH ALL FAULTS and ALL SALES ARE FINAL.

9. Title to the offered lot shall pass to the buyer upon the fall of the auctioneer's hammer and announcement by the auctioneer that the lot has been sold. The buyer shall forthwith assume full risk and responsibility for the lot and shall pay the full purchase price.

10. No lot may be removed from JMA premises until the buyer has paid in full the purchase price thereof. In addition to other remedies available by law, auction house reserves the right to impose a late charge of 1 1/2% per month on the purchase price if the buyer does not make payment in full in accordance with these conditions of sale.

11. Please note that lots containing ivory, tortoiseshell, or other animal materials may be subject to regulations imposed by the Endangered Species Act and by the United States Fish and Wildlife Department. John McInnis Auctioneers will abide to all U.S. Laws in regards to the sale of ivory or other endangered species. Some countries prohibit the importation of property containing materials from endangered species, and prospective purchasers should familiarize themselves with relevant customs regulations prior to bidding if they intend to import these lots into another country. Buyer is responsible for any and all CITES permits. JMA is not able to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates, and there is no assurance that an export license or certificate can be obtained. All buyers agree to comply with any and all domestic and international restrictions on the trade of endangered species as a condition of the sale. Delay or failure to obtain any such permit or license does not relieve the buyer of paying for the item and obtaining to title to the item.

12. FIREARMS SPECIAL TERMS AND CONDITIONS: John McInnis Auctioneers complies with all Federal and State rules and regulations relating to the purchasing, registration and shipping of firearms. A Bidder is required to provide appropriate documents and the payment of associated fees. All firearm transactions will be handled through Northeast Firearms, LLC, 108 Newbury St, Peabody, MA 01960 (978)826-5457 or visit <https://www.northeastarmsammo.com>. Bidder is responsible for providing a shipping address that is suitable for the receipt of a firearm. The provisions of sections 122 to 129D, inclusive, and sections 131, 131A, 131B and 131E shall not apply to: any firearm, rifle or shotgun manufactured in or prior to the year 1899.

13. ALL FRAMES, GOLD GILT AND MIRRORS ARE SOLD AS IS. When selling oil lamps, the oil will be removed prior to shipping. All clocks and timepieces are sold as is, JMA makes no warranties or guaranties that any clock or watch is in working order.

15. PAYMENT TERMS: Invoices will be emailed to the email address registered with your Auction Platform within 48 hours of the conclusion of the Auction. Payment is due upon receipt of the invoice. ALL ACCOUNTS MUST BE SETTLED WITHIN 10 DAYS OF THE AUCTION DATE! All payments must be made in US Funds. Payment shall be in personal or business check (items held till check clears), money order, cashier's check, Visa, MasterCard and Discover, bank wire transfer (a fee will be charged for wire transfers or other transactions which will be the

responsibility of the buyer). All overseas transactions or purchases of precious metals will be in check or wire transfer only.

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 buyers number or to withhold merchandise if appropriate credit has not been established. We require wire transfers for international buyers and purchases including jewelry, coins, gold and silver. All payments should be made to John McInnis Auctioneers in U.S. Funds. We reserve the right to require bank checks for large purchases. Invoice(s) totals greater than \$10,000.00 must be paid by Certified Check, Bank Check, or Wire Transfers (fee applies).

Acceptance of these terms through any bidding platform constitutes permission to charge successful bids to credit cards if payment is not received within five days of the auction. A service charge of \$25.00 will be charged for any returned check.. Massachusetts State Sales Tax of 6.25% will be added to all final purchases, unless we are presented with a copy of a valid Massachusetts State Resale certificate. International buyers are responsible for tariffs, taxes or assessments of shipped items to the buyer's country.

ON LINE BIDDERS: ITEMS CANNOT BE PICKED UP UNTIL AN INVOICE IS RECEIVED VIA EMAIL. THIS COULD TAKE UP TO 2 DAYS POST AUCTION.

16. REMOVAL OF GOODS, STORAGE & PICK UP:

PLEASE NOTE: SPECIAL EXCEPTIONS WILL BE MADE BASED ON THE AUCTION AND LOCATION. WE ARE A BOUTIQUE AUCTION HOUSE AND ARE VERY USER FRIENDLY. IF YOU ARE PLANNING TO PURCHASE A NUMBER OF PIECES OF FURNITURE OR OTHER OBJECTS AND YOU NEED TO USE OUR STORAGE FOR AN UNUSUAL PERIOD OF TIME, WE WILL WORK TO ACCOMMODATE YOUR SITUATION. PLEASE CALL TO DISCUSS YOUR NEEDS. WE UNDERSTAND SHIPPING OVERSEAS ETC. CAN TAKE TIME. OUR GOAL IS TO MAKE YOUR AUCTION EXPERIENCE ENJOYABLE AND STRESS FREE.

JMA DOES OFFER A LIMITED BLANKET WRAP DELIVERY SERVICE.
PLEASE CONTACT OUR GALLERY FOR MORE DETAILS.

PACKAGING, SHIPPING AND INSURANCE IS THE RESPONSIBILITY OF THE BUYER, AND IS NOT INCLUDED IN THE PURCHASE PRICE. All property is to be packed, shipped or transported at the risk and expense of the Purchaser. JMA CANNOT PROVIDE IN-HOUSE SHIPPING ON LONG DISTANCE DELIVERIES. ALL SHIPPING IS OUTSOURCED. A signed release with the name and contact information of your shipper must be submitted to JMA before any merchandise can be released. ITEMS MUST BE REMOVED FROM OUR Gallery WITHIN 10 DAYS OF THE END OF THE AUCTION. Items are stored at the risk of the Purchaser. A 24 hour notice is required for any items that are to be picked up. A storage fee of \$10.00 per day WILL be assessed per item if not removed within the requested time, regardless of size and value of the lot(s). Unless prior arrangements have been made and agreed to. Any item left in our gallery for more than one year, without making arrangements, will be considered abandoned. The item(s) will be sold, storage fees will be deducted and a check for the balance will be sent to the address we have on file. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS DUE TO SHIPPING.

The Auctioneer will have no responsibility for any loss or damage resulting from Auctioneers staff carrying, handling or loading any item(s) for any person.

There are several options below to choose from or you may choose a shipper of your own. Please note choosing a shipper below is your responsibility, these are only recommendations. We assume no responsibility once an item is picked up by a shipper.

We recommend the following local parcel shippers for smaller items:

- THE UPS STORE**, Curtis or Olivia, 380 Lafayette Road, Seabrook, NH 03874, 603-474-2420, fax, 603-474-2432, email, store1510@theupsstore.com.
- THE UPS STORE**, Doug or George, 45 Lafayette Rd, North Hampton, NH 03862, (603) 964-5022, store5174@theupsstore.com.
- PAK MAIL**, Newburyport, MA, 978-465-6420, us130@pakmail.com
- XPS PACKAGING**, Kevin or George, 978-232-9190 or gbrown@expsinc.com.
- THE PARCEL ROOM**, Portsmouth, NH, 603-431-4205 Info@ParcelRoom.com

Other national shippers for larger items include:

- NORTHWIND TRANSPORT**, Wendy Buckus 603-491-5199, email: nwtransport@aol.com
- SURE EXPRESS**, Judy, 207-797-3096, judy@sureexpress.com
- **EAST COAST DELIVERIES**, Scott Cousins 978-491-9353
- JOE CONSTANTINO LLC**, Specializing in the transport of antiques and fine art, 860-483-2390, joeconstantino@ymail.com
- CRATERS AND FREIGHTERS**, Rick Cannata, 508-894-0123 or email boston@cratersandfreighters.com,
- TOUCH OF GREY**, Scott Hay, 207-380-5631 email: tuchgrey@lincoln.midcoast.com,
- POOR BOY TRUCKING**, Warren, 951-813-1459 or poorboytrucking56@gmail.com,
- FINE ART EXPRESS** for Paintings and Fine art, @ 617-547-1600,
- INTEGRITY MOVERS**, Jim Frati, estimate@integritymovers.com 207-233-5545,
- TRUSTED DELIVERY SERVICE**, Bryan Tuttle 561-213-501, trusteddeliveries@gmail.com;
- PLYCON VAN LINES**, Bobby Rosario 631-269-7000 Ext 103 - 631-973-3080 Direct Line

International Shipping: We can assist with independent delivery services to International shippers located in Boston and New York.

- MASTERPIECE INTERNATIONAL**, LTD - Matthew Gibbons-464 Bremen Street -East Boston, MA 02128 T +1.617.568.3870 | F +1.617.568.3860-boston@masterpieceintl.com
- CRATERS AND FREIGHTERS**, Rick Cannata, 508-894-0123 or email boston@cratersandfreighters.com
- SURE EXPRESS-WORLD-WIDE**, White Glove Deliveries, contact: Judy 800-335-9996 or 207-797-3096 or email judy@sureexpress.com
- Canadian and upstate deliveries** Bernie Arsenault, bsarsenault@gmail.com or 905-376-6223.

SPECIAL SHIPPING INSTRUCTIONS FOR ON SITE AUCTIONS: WILL BE POSTED DAY OF SALE.

17. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, JMA at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve or minimum selling price, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages.

18. If we are prevented by fire, theft, or any other reason whatsoever from delivering any property to the purchaser, our liability shall be limited to the low auction estimate in the online catalog.

19. These terms and conditions of sale, as well as the respective rights and obligations of JMA and any purchasers or bidder at any sale of JMA, shall be governed by and construed and enforced in accordance with the laws of the Massachusetts.

If there is anything relevant to this auction that you do not understand, please call the Gallery at 978-388-0400 and the Auctioneer or a member of his staff will assist you. John McInnis Auctioneers wants your auction experience to

be comfortable and successful. We are available Monday thru Friday 8:30-4:00 EST to answer any of your requests. You can also reach us at mcinnisauctions@yahoo.com.

All photos and descriptions posted on the internet is the property of John McInnis Auctioneers and are subject to US copy write laws. No photo or description may be used without written approval by John McInnis Auctioneers. Use of these photos and descriptions may incur penalties.

John McInnis Auctioneers is licensed in Massachusetts (#770), New Hampshire (#2182), Maine (AUC840) and Florida (AU2662). Our firm has been conducting auctions for over thirty five years. Subject to errors and omissions.

WE DO NOT GIVE REFUNDS, ALL SALES ARE FINAL.