

TERMS AND CONDITIONS:

These terms and conditions apply to all bidding at John McInnis Auctioneer sales.

By registering to participate in a JMA auction sale thru any bidding service offered by us, you fully understand and expressly agree to these 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.

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.

BUYERS PREMIUM: A buyers 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)

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.

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

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: Please note the absence of a condition statement or described as good, does not imply that the lot is in perfect condition or does not present imperfections associated with age. Our staff is available for condition requests and additional photos. Please email your requests to mcinnisauctions@yahoo.com or call our gallery at 978-388-0400. Condition statements are given as a courtesy and are only an opinion. JMA assumes no responsibility for errors or omissions. When possible we highly suggest attending the sale and previewing the items in person.

Catalog of terms: For Furniture: If we say Sheraton Mahogany inlaid chest we represent that the piece was made during that period. If we Sheraton Style we represent that the piece looks like the period mentioned, but was crafted at a later date.

John McInnis Auctioneers will abide to all U.S. Laws in regards to the sale of ivory or other endangered species.

Certain property sold at auction, for example, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, tortoiseshell, whalebone, etc., irrespective of age or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to another country. JMA recommends that international buyers check on foreign governments wildlife import requirements prior to placing a bid. 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. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the purchasers responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. In the case of denial of any export or import license or of delay in the obtaining of such licenses, the purchaser is still responsible for making on-time payment of the total purchase price for the lot. Although licenses can be obtained to export some types of endangered species, other types may not be exported at all, and other types may not be resold in the United States. 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.

It is the purchasers sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot. In the event we put an object in our sale that has worked ivory, our appraisers feel confident that it is before 1916. In the event a Cites Certificate is required the cost would be an agreement between the seller and the bidder. If a mutual agreement on this is a problem, we reserve the right to refund the sale and return the item to the owner.

All frames 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.

Prior to sale all on line bidders must register with our approved on line bidding services. Some bidders may require approval by the auction gallery. Online Bidders may be subject to providing additional information to be approved to bid.

WARRANTIES: 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.

The Auctioneer reserves the right to withdraw any property at any time before the actual sale.

The record of sale kept by the auction house will be taken as final in the event of dispute.

DISPUTE BETWEEN BIDDERS: If any dispute arises between two or more bidders, 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.

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.

Absentee, Telephone and internet bids will be executed when possible as a convenience to our customers. JMA will not be held responsible for any errors or failures, whether human or technology related, to accurately execute bids. Bidders are encouraged to submit absentee bids 24 hours prior to the auction. **WE ACCEPT NO LIABILITY FOR ANY FAILURE OR DELAY IN EXECUTING BIDS OR ANY ERRORS CONTAINED IN BIDS PLACED VIA AN ONLINE BIDDING SERVICE.** We reserve the right to pre-authorize a credit card deposit.

We are pleased to offer 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. 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.

BIDDING 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

Payment must be made by cash, approved check, wire transfer, or MasterCard, Visa, Discover and

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

Payment must be made by cash, approved check, wire transfer, or MasterCard, Visa, Discover and Payment is expected at time of purchase. Payment for successful absentee, phone bids and online bids are required within five business days of the auction. Bidding on an item indicates the clients acceptance of our Terms of Sale. Your signature on our Bid Form or acceptance of these terms through any online bidding platform constitutes permission to charge successful bids to credit cards if payment is not received within five days of the auction.

FORMS OF PAYMENT AND TERMS: (WE DO NOT ACCEPT PAYPAL)

Complete payment is required the day of the Auction or upon receipt of notification of a successful bid. Accepted forms of payment are Visa, MasterCard, Discover, Bank Checks, Money Orders, and Wire Transfers. WE DO NOT ACCEPT PAYPAL. 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).

All payments should be made to John McInnis Auctioneers in U.S. Funds. 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 in U. S. Funds.

ALL SALES ARE FINAL and are sold as is, where is with all faults. Your signature on our Bid Form or acceptance of these terms through any online bidding platform constitutes permission to charge successful bids to credit cards if payment is not received within ten days of the auction.

No Lot purchased will be released to the Buyer until the purchase price has been paid in full and the funds cleared in the Auctioneer's bank account. If payment is dishonored on a check for any reason, in addition to the face amount of the check, the drawer must immediately pay the Auctioneer the bad check return fee charged by its bank, plus a processing charge of thirty five dollars (\$35.00). Should Seller have to institute collection action, the Buyer agrees to also pay Seller all costs of collection, including reasonable attorneys fees of thirty-three and one third percent (33 1/3%), plus a finance charge of two percent (2%) PER MONTH (24 PERCENT PER ANNUM) from the date of the auction until the balance is paid in full.

Purchased items not picked up from our auction facility within ten business days of the auction will be assessed a storage fee of \$5.00 per day, per item. You authorize us to re-sell on your behalf any item not picked up within sixty calendar days. The costs of storage, plus any other costs directly related to the item, and an auctioneers commission of 20%, will be subtracted from the proceeds unless other arrangements have been made with JMA. The minimum charge will be \$50. The net proceeds will be mailed to your address as stated herein in full and final settlement of our obligations to you.

A Massachusetts State sales tax of six and one quarter percent (6.25%) will be added to the purchase price of all purchases by Massachusetts residents. On-site auctions will be subject to state tax.

A current sales tax exemption certificate, including sales tax exemption number, must be presented to the Auctioneer at the time of payment to avoid paying a sales tax.

International buyers are responsible for tariffs, taxes, or assessments of shipped items to the buyers country.

All sales are final with no refunds for any reason.

PACKAGING AND SHIPPING

PACKAGING, SHIPPING AND INSURANCE IS THE RESPONSIBILITY OF THE BUYER, AND IS NOT INCLUDED IN THE PURCHASE PRICE. WE DO NOT DO SHIPPING AND ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS DUE TO SHIPPING. It is the purchasers sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot .If you have a preferred shipper, we encourage you to use them. Once the buyer has chosen a preferred shipper and the item is picked up by them, John McInnis Auctioneers assumes no liability for the purchase.

FOR OUR MASSACHUSETTS LOCATION: We recommend the following local parcel shippers: The UPS Store, Curtis or Linda, 380 Lafayette Road, Seabrook, NH 03874, 603-474-2420, fax, 603-474-2432, email, store1510@theupsstore.com. Other shippers include, for furniture, BUSH DEPENDABLE DELIVERY, Diane Bush, 941-951-2447, , NORTHWIND TRANSPORT, Wendy Buckus 603-491-5199, TOUCH OF GREY, Scott Hay, 207-380-5631 email: tuchgrey@lincoln.midcoast.com, Poorboy Trucking, Warren, 951-813-1459 or poorboytrucking56@gmail.com, for Paintings and Fine art, Fine Art Express @ 617-547-1600, INTEGRITY MOVERS, Jim Frati, estimate@integritymovers.com 207-233-5545, TRUSTED DELIVERY SERVICE, Bryan Tuttle 561-213-501, trusteddeliveries@gmail.com; Scott Cousins, East Coast Deliveries, 978-491-9353, XPS Packaging, Kevin or George, 978-232-9190 or gbrown@expsinc.com. International Shipping: We can assist with independent delivery services to International shippers located in Boston and New York. Canadian and upstate deliveries Bernie Arsentault, bsarsenault@gmail.com or 905-376-6223.

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SPECIAL SHIPPING INSTRUCTIONS FOR ON SITE AUCTIONS:

THERE ARE SEVERAL SHIPPING OPTIONS TO CHOOSE FROM IN OUR TERMS AND CONDITIONS, OR YOU MAY CHOOSE YOUR OWN.

ALL SHIPMENTS MUST BE PICKED UP BY THE TIME STATED ON OUR WEBSITE. SPECIFIC DETAILS WILL BE PROVIDED WITH YOUR INVOICE. ANY ITEMS LEFT AFTER THE REQUIRED PICK UP TIME WILL BE CHARGED A STORAGE FEE.

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.

We recommend that the Buyer request a shipping quote from the above named companies prior to bidding. All Live Auctioneer purchases must arrange shipping for any item purchased within ten (10) business days (please see special instructions for on-site auctions). Any lot not removed from the gallery within this time will be deemed abandoned and be promptly disposed of or resold. Additional fees may apply.

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.

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.