
CONDITIONS OF SALE:

1. By registering to participate in a JMA auction sale thru in house, absentee, phone or on line bidding services offered by us, you fully understand and expressly agree to the following terms and conditions. By registering to bid for this auction you agree to be bound by these conditions of sale. Bidding at our sales is entirely at your own risk.

All items are sold AS IS, WHERE IS, WITH ALL FAULTS. ALL SALES ARE FINAL. There are no refunds.

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.

2. A buyer's premium will be applied to the purchase price of all items:

18%... All In House Registered bidders attending the auction on sale day. A 3% discount will be applied to these bidders completing all payments on day of sale with cash, check or wire transfer.

20%... All Absentee, Phone and On-line Internet Bidding using a partnered live on-line software such as "Liveauctioneers.com". A 3% discount will be applied to all In House Registered Absentee and Phone bidders, who make full payment with cash, check or wire transfer as stated in our terms. NO DISCOUNTS APPLY TO ANY LIVE INTERNET ON LINE BIDDING.

We accept MasterCard, Visa and Discover

3. 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. Good does not mean without flaws. 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.

Lots are available for inspection prior to any Sale, and it is 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 you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question.

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 our website or the Live Auctioneers website 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.

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

John McInnis Auctioneers makes no warranty or guarantee whatsoever regarding jewelry, its colored stones, diamonds, other gem materials, or metals, or as to their status as natural, treated, "earth mined", manmade or other. Appraisals, descriptions, photographs, are offered as a service and are not intended to be a complete analysis of the qualities and conditions of the jewelry. All information regarding weights, quality, cut, value and other estimates, are opinions, limited by examination and grading the mountings, the condition and cleanliness of the items.

John McInnis Auctioneers makes no warranties or guaranties that any clock or watch is in working order.

All frames are sold as is. When selling oil lamps, the oil will be removed prior to shipping

Please note that lots containing ivory or other animal or plant materials may be subject to regulations imposed by the Endangered Species Act and by the United States Fish and Wildlife Department. Some countries prohibit the importation of property containing materials from endangered species, and all buyers should be aware with relevant customs regulations prior to bidding if their intent is to import these lots into another country. Buyer is responsible for any and all permits and costs. John McInnis Auctioneers will abide to all U.S. Laws in regards to the sale of ivory or other animal materials.

4. 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.

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.

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

Once we declare that an item is sold, we cannot reopen the bidding. It is the registered bidder's responsibility to get the attention of the auctioneer prior to our saying "sold" if the bidder does not think their bid has been received.

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.

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

0-50=10	50-500= 25	500-2000=100
2000-5000=250	5000-20,000=1000	20,000-50,000=5000
50,000-100,000=10,000	100,000-160,000=15,000	160,000-200,000=20,000
200,000+=25,000		

7. We are pleased to offer Absentee, Telephone and Live Internet Bidding as a courtesy to our buyers and will be executed when possible. All absentee bids are executed competitively and confidentially. Will be executed when possible as a convenience to our customers. The auctioneer 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. In the case of identical absentee bids, the bid received first will prevail. 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.

8. FORMS OF PAYMENT AND TERMS: (We DO NOT accept PayPal)

Payment is expected at time of purchase. Payment for successful absentee, phone bids and on line bids are required within five (5) business days of the auction. Accepted forms of payment are Visa, MasterCard, Discover, Bank Checks, Money Orders, and Wire Transfers (fee applies). WE DO NOT ACCEPT PAYPAL. Invoice(s) totals greater than \$10,000.00 must be paid by Certified Check, Bank Check, or Wire Transfers. All payments should be made to John McInnis Auctioneers in U.S. Funds. For bidders outside of the United States please note we only accept payment by checks drawn on U.S. banks or wire transfers in U.S. funds. ALL SALES ARE FINAL.

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 attorney's 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.

9. If property is not picked up within ten (10) business days following the sale, whether or not payment has been made, JMA shall have no liability for any damage to property left on its premises. In addition we reserve the right to impose a late charge of one and a half percent (1.5%) per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. For property that is not picked up after thirty (30) calendar days An additional administrative fee of \$75 will be charged. Property which is paid for but left on our premises for any reason in excess of sixty (60) calendar days is subject to sale by us with the balance of any funds recovered in excess of storage charges and any other fees being remitted to you.

If for any reason a purchased lot cannot be delivered in the same condition as at the time of sale, or should any purchased lot be stolen, misdelivered or lost prior to delivery, JMA shall not be liable for any amount in excess of that paid by the purchaser.

10. A Massachusetts State sales tax of six and one quarter percent (6.25%) (Stuart Florida Gallery six percent (6%) will be added to the purchase price of all purchases by Massachusetts/Florida residents. There is no sales tax for sales held in New Hampshire.

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.

All sales are final with no refunds for any reason.

11. 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 DUE TO SHIPPING. If you have a preferred shipper, we encourage you to use them.

FOR OUR MASSACHUSETTS LOCATION: we recommend the following local shipper: The UPS Store, Michael Holland, 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.

FOR OUR STUART FLORIDA LOCATION: International and/or US: Handle with care Packaging Store Contact: Randy 772-221-0566, www.GoPackagingStore.com. All County Moving, Contact: Patty 772-287-2075. Local area from Ft. Lauderdale to Vero Beach, FL. Pure Design Delivery, Contact: Jay 772-979-3111. R & R Moving & Del. Contact: Randy 954-444-8383, Anywhere in US.

We recommend that the Buyer request a shipping quote from the above named companies prior to bidding. All purchases must be removed from the gallery within ten (10) business days. Any lot not removed from the gallery within this time will be deemed abandoned and be promptly disposed of or resold.

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.

12. If there is anything relevant to this auction that you do not understand, please call the Gallery at 978-388-0400 (Florida gallery is 772-266-8268) and the Auctioneer or a member of his staff will assist you. John McInnis Auctioneers wants your auction experience to be comfortable and successful. Always remember it is to your advantage to come and enjoy bidding live onsite with us! 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.

13. 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.

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