

Terms & Policies

Auction Terms and Conditions

TERMS OF SALE

- All items are sold "as is, where is, with all faults."
- Auction is held "With Reserve."
- A Buyer's Premium will be applied to the purchase price of all items.

All auction inquiries should be emailed to auctions@gcbestatesales.com.

This auction is presented by George's Curious Books, Antiques, & Estate Sales, LLC dba GCB Estate Sales, LLC (hereinafter "GCB"). The auction is conducted under these Terms and Conditions and applicable state and local law. GCB Estate Sales, LLC, Florida Auction Business License Number AB3978. Craig George, Florida Auctioneer License Number AU5249.

1. **Auction Registration** . Online registration and bidding approval is done at the sole discretion of GCB. All Bidders must be registered for the specific auction through one of the following online platforms: GCBestateSales.com, LiveAuctioneers.com, or Bidsquare.com. The auctioneer reserves the right to reject any bidder. It is recommended that bidders register at least 24 hours in advance of the auction to allow for time to complete the approval process. There are no guarantees that new online bidders who register within 24 hours of the sale will be approved for bidding. After registering to bid, new online bidders may receive a message requesting additional information. No bidder will be registered until all requested information is received and reasonable time is afforded to complete the registration process.
2. **Auction Type** . All lots within the auction shall be assumed to be "With Reserve." A Reserve is a confidential minimum hammer price below which a lot will not be sold. Lots may be withdrawn from the auction at the sole discretion of the auctioneer prior to or during the auction at any time before the highest bid is accepted.
3. **Lot Descriptions** . The auctioneer's description of a lot, statement of a lot's condition, and any other written or spoken statement about a lot such as condition, artist, age, materials, dimensions, weight, history, or provenance are an opinion and shall not be relied upon by the bidder as a statement of fact. The auctioneer provides no guarantee of the accuracy and veracity our description of the lot.

4. **Lot Condition** . All lots are sold "As is, where is, with all faults." The auctioneer makes no guarantees of condition or warranties of any kind. The physical condition of lots can vary due to age, normal wear and tear, previous damage, and restoration/repair. Any reference to condition in a lot description shall not amount to a full accounting of condition and may not include all faults, inherent defects or alterations. Images may also not depict items accurately as colors and shades may appear different in a photograph than in a physical inspection. GCB is not responsible for typographical errors or incorrect attributions. If you require absolute certainty in all areas of authenticity, and results of your evaluation leave uncertainty in your mind, we recommend that you do not bid on the lot in question.

5. **Lot Preview** . Pre-auction viewings to examine all items are available by appointment only prior to the day of the auction (see auction details). Your bidding will signify that you have examined the items as fully as you desire, or that you have chosen not to examine them but accept the item "as is, where is, with all faults."

6. **Low-End Value and High -End Value**. The Auction Estimates provided are based upon prices realized for the sale of similar items. Bidders shall not rely on estimates as a prediction or guarantee of actual selling price. Estimates do not include buyer's premium, applicable sales tax, or any other applicable charges.

7. **Bidding** . All Bids shall be submitted through one of the following online platforms: GCBEstateSales.com, LiveAuctioneers.com, or Bidsquare.com. Live bidding and Absentee Bids are always accepted. An Absentee Bid is the highest price you are willing to pay on an item exclusive of buyer's premium and sales tax. Absentee bids are always confidential, and bids are executed at the lowest price possible by the auctioneer according to reserves and competing bids. No manual bid requests shall be accepted by GCB.

8. **Bid Increments** . Bidding generally opens at half of the low-end estimate and advances in the following order. The auctioneer may vary the bidding increments during the course of the auction at his discretion.

\$0 - \$50	\$5
\$50 - \$100	\$10
\$100 - \$500	\$25
\$500 - \$1,000	\$50
\$1,000 - \$5,000	\$100
\$5,000 - \$10,000	\$250
\$10,000+	At Auctioneer's Discretion

9. **Buyer's Premium** . In addition to the hammer price, the successful bidder agrees to pay a buyer's premium for each lot purchased. The buyer's premium may differ for a given auction depending on which Online Platform the bidder has registered to use for bidding such as GCBestateSales.com or a third-party online platform such as LiveAuctioneers or Bidsquare.
10. **Sales Tax**. Applicable Sales Tax will be added to the total of the hammer price and buyer's premium of all purchases unless a current Resale Certificate for Sales Tax Exemption is on file. Sales Tax Certificate must be submitted to one of the following online platforms that the bidder has registered: GCBestateSales.com, LiveAuctioneers.com, or Bidsquare.com.
11. **Successful Bids** . Once the lot has sold, the title to the property immediately transfers to the successful bidder who is "the Buyer." The Buyer immediately 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.
12. **Payment** . All Sales Are Final. No Cash Refunds or Credits. Bidding on a lot indicates your understanding and acceptance of these Terms and Conditions. buyer's credit card on file will be automatically charged 72 hours after you receive your invoice. If Buyer fails to make timely payment for items purchased, GCB, at its sole discretion, may cancel the sale.
13. **Shipping** . Buyer Pays Shipping Costs. Bidders should consider cost of shipping incurred prior to bidding. Buyer is responsible for the items purchased and for pickup of items. All items must be removed from auction house within 7 days from the completion of the auction unless arrangements are made in advance. The buyer is responsible for removing and disassembling all items. GCB does not provide packing material or boxes and cannot assist with moving. GCB will have no liability for any loss or damage to shipped items.
14. **Third-Party Shipping** . GCB does not provide packing and shipping services. We do have a list of recommended third-party shippers to assist buyer in shipping to and from the Auction House.
15. **Abandoned Property** . Items not picked up within 10 days post-auction will be assessed a \$10 daily storage fee per lot. Items not picked up within 30 days post-auction will be considered abandoned property.

- 16. Auctioneer's Discretion** . The auctioneer's decision is final. The auctioneer has the sole right to determine the conduct of the sale, including to advance the bidding, to reject any bid offered, to withdraw or pass any lot, to reoffer and resell any lot, and to resolve any dispute in connection with the auction or sale in real time.
- 17. Severability and Governing Law** . Auction participants expressly agree that these terms and conditions are intended to be as broad and inclusive as permitted by the laws of the State of Florida and that these terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Florida. Auction participants agree that in the event that any clause or provision of these terms and conditions shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of these terms and conditions which shall continue to be enforceable.
- 18. Attorney's Fees** . Any action directly or indirectly arising from or in connection with the Auction, the prevailing party shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.
- 19. Rules of Construction** . No rules of construction shall apply to these terms and conditions which would construe any language, whether ambiguous, unclear or otherwise against the drafter.