

Conditions of Sale

1. All sales are final and all lots are sold as shown and "AS IS," with all faults, imperfections, and errors of description. Charlton Hall Galleries, Inc., their employees and/or agents are not responsible for errors of description, genuineness or authenticity of any lot, or for fault or defect in any lot. No warranties or representations whatsoever are given by Charlton Hall Galleries, Inc., its employees and/or agents, to any buyer in respect to any lot, except as noted below under article #3, "Limited Warranties for Jewelry and Works of Art."
2. All merchandise purchased at Charlton Hall Galleries, Inc. must be paid for and removed from the premises the day of the auction. Payment can be made with cash, personal or business check, money order, cashier's check or bank wire transfer. Merchandise paid for with personal/business check or international bank check/money order will not be released until payment has cleared, 10 days post-deposit. Charlton Hall Galleries, Inc. does not accept credit cards for merchandise payment.
3. **LIMITED WARRANTIES FOR JEWELRY AND WORKS OF ART:**
 Jewelry: Notwithstanding any terms of the Conditions of Sale, if within 14 days of the sale, (1) Charlton Hall Galleries, Inc., has received notice in writing from the original buyer of record of any jewelry that the jewelry has been misdescribed as to the physical qualities of the jewelry and (2) such misdescription is confirmed by a certified letter from an appraiser satisfactory to Charlton Hall Galleries, Inc., then Charlton Hall Galleries, Inc., will set aside the sale and refund to the buyer the amount paid by the buyer for the lot. "Physical qualities of the jewelry" is limited to descriptions of karat (the quality of gold), weight of metal, type of stone or metal, carat (weight of stone), and cut of stone. The above provisions allowing return and refund will not be applicable upon evidence of any physical removal or tampering.
 Artwork: If, in the printed catalog, dates in parentheses appear between the bold printed artist's name and the artwork title, we are indicating that this artwork was created by the artist listed and the included dates are year of birth and year of death for that specific artist. Notwithstanding any terms of the Conditions of Sale, if within 14 days of the sale, (1) Charlton Hall Galleries, Inc., has received notice in writing from the original buyer of record of any artwork that authorship is in error and (2) this error is confirmed by a certified letter from an appraiser satisfactory to Charlton Hall Galleries, Inc., then Charlton Hall Galleries, Inc., will set aside the sale and refund to the buyer the amount paid by the buyer for the lot. This warranty is specific to authorship only and does not extend to condition, restoration, medium, size, losses or any other defect. Any artwork returned for refund under the above provisions must be returned to Charlton Hall Galleries, Inc. in the same condition it was at the time of sale.
4. The highest bidder acknowledged by the auctioneer will be the buyer of that lot. In the event of any dispute, the auctioneer shall have sole discretion to either determine the successful bidder, or to re-offer for bidding, the lot in dispute. Charlton Hall Galleries, Inc. has sole discretion to refuse any bid, to divide any lot, to combine any two or more lots, and to withdraw any lot or lots from the sale.
5. Some lots may be offered subject to a reserve, which is a minimum price below which such lot will not be sold. Charlton Hall Galleries, Inc. may implement such reserves by bidding on behalf of the seller.
6. Charlton Hall Galleries, Inc., reserves the right to allow its employees to bid competitively at all auctions.
7. A buyer's premium of 17% of the successful bid price will be added to each lot thereto and is payable by the purchaser as part of the total purchase price of each lot.
8. All purchases, including buyer's premium, are subject to the collection of South Carolina state and local sales taxes. Buyers will be required to pay 7% sales tax at the time of payment unless one of the two following conditions is met: 1) Items purchased will be shipped out of the State of South Carolina by a registered ICC carrier, or 2) The registered buyer provides Charlton Hall Galleries, Inc. with a valid South Carolina Retail License Number or valid sales tax number from another state and properly fills out form ST-8A Resale Certificate submitted with a copy of said retail license.
9. **CONDITION REPORTS:** Charlton Hall Galleries, Inc., and its employees will provide, upon request, condition reports and additional photographs for items contained within the current auction catalog. This service is provided as a courtesy only and requesting a condition report in no way changes article #1 of Conditions of Sale. Since we are not professional conservators or restorers, we urge you to inspect each lot yourself or have an agent do so on your behalf. Prospective buyers should satisfy themselves as to condition and must understand that any statement made by Charlton Hall Galleries, Inc., or its employees is merely a subjective qualified opinion, notwithstanding written reports or any discussion concerning condition in this catalog. Condition reports are provided by request on a "first come, first served" basis, making it imperative that requests are submitted early. Requests submitted close to auction date may not be completed.
10. **ABSENTEE BIDDING:** As a service, Charlton Hall Galleries, Inc. provides several absentee bidding formats to those who cannot or choose not to attend the auction in person. Written absentee bids are accepted and must be submitted on a Charlton Hall Absentee Bid Form, copies of which can be found in the printed catalog or on our website. Bidding by telephone can also be arranged by completing the Charlton Hall Telephone Bid Form which can also be found in the printed catalog or on our website. Due to processing time constraints, these bid forms must be submitted before noon one day prior to the auction. Additional terms are outlined on these absentee bid forms. By submitting an Absentee Bid or Telephone Bid Form, prospective purchasers consent and agree to the Conditions of Sale. Absentee bidding is a convenience offered to Charlton Hall Galleries, Inc. customers and while we make every effort to execute your instructions regarding your Absentee or Telephone Bid, Charlton Hall Galleries, Inc. is not liable or responsible for any errors or failure to execute such instructions.
11. **ONLINE BIDDING:** Live internet bidding is also possible through our website www.CharltonHallAuctions.com. Charlton Hall undertakes the execution of online bidding as a convenience for clients and is not responsible for any failure or error in the execution of bids. In the event of a tie bid, the floor bidder will be the winning bidder of record.
12. **SHIPPING:** Charlton Hall Galleries does not ship any merchandise purchased at auction. We will be pleased to provide a list of shippers and packers that our worldwide base of clients has successfully used, or you can have your own shipper handle your purchases. Please contact the shipper of your choice to arrange for pick up and packing of your items. Your items will be released as soon as payment clears our bank. We request that your shipper schedules a pick up times at least 24 hours in advance; this will ensure no delays in pick up, and release of your purchases.
13. **EXPORT LICENSES AND PERMITS:** Certain property sold at auction may be made of or contain elements of endangered and other protected species of wildlife. Such material includes, among other things, tortoiseshell, ivory, crocodile skin, whale bone, certain species of coral and other animal bone. These materials may be subject to laws governing export from the United States or import into a foreign country (i.e.: endangered species). Several countries prohibit the importation of property containing these materials material from any species listed as endangered or threatened. It is the buyer's responsibility to obtain any and all export or import licenses, permits or documentation required by any local authority for export from the United States or import into any other country for any object requiring same. The denial or delay in obtaining any license or permit from any agency shall not justify the cancellation or rescission of any sale or any delay in making payment for the total purchase price of any lot in accordance with these Conditions of Sale.
14. **FIREARMS:** All post 1898 firearms must be registered in compliance with Federal and South Carolina State Laws. Buyers of post -1898 firearms must complete State and Federal registration forms at Charlton Hall Galleries, Inc., unless otherwise specified; processing of such forms may require a waiting period. Dealers and out-of-state buyers must have in their possession, on the day of sale, signed copies of their FFL (Federal Firearms License) in order to accept same-day delivery of modern weapons. Buyers who act as agents for FFL dealers must have a letter as well as an original signed copy of the dealer's FFL, and must present it to Charlton Hall Galleries, Inc., no less than 24 hours prior to auction date. Such lots may be denoted with special symbols and or verbiage in printed and digital catalogues. Charlton Hall Galleries, Inc. makes no warranties or representations whatsoever and no employee or consultant of Charlton Hall Galleries, Inc. has the authority to do otherwise, concerning the operation of firing condition, fitness of use, safety to store, or reliability of any firearms, ammunition, or parts. Use of any firearms purchased at Charlton Hall Galleries, Inc. is entirely at the user's risk. Charlton Hall Galleries, Inc. offers for sale the lots as COLLECTOR items only. We strongly recommend that all weapons, ammunition, etc. purchased at auction be examined by a competent gunsmith. Charlton Hall Galleries, Inc. expressly disclaims any liability whatsoever for accidents, injury and damage resulting to any person from the storage or subsequent use of any such lots.
15. While Charlton Hall Galleries, Inc., their employees and representatives, make every effort to accurately describe all lots offered for sale, it is incumbent upon the bidder to satisfy themselves in all areas of authenticity, originality, condition and imperfections. Bidders should also acknowledge that condition reports are often subjective and any item offered at auction may be subject to normal wear consistent with age that may not be specified in a condition report. If a bidder is uncertain about any of these issues, we would recommend that they not bid on lots in question. We would further urge that all potential bidders become familiar with "Commonly Used Terms and Abbreviations" printed in each catalog or available upon request.
16. These Conditions of Sale and the purchaser's and our respective rights and obligations hereunder are governed by the laws of the State of South Carolina. By bidding at an auction, each purchaser and bidder agrees to be bound by these Conditions of Sale. Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or validity thereof, brought by or against Charlton Hall Galleries, Inc., (but not including claims brought against the consignor by the purchaser of lots consigned hereunder) shall be resolved by the Columbia, South Carolina legal system.
17. In addition to the other remedies available to us by law, we reserve the right to impose a late charge of 2% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein.
18. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the consignor(s) by law, including without limitation the right to hold the purchaser liable for the total purchase price, with the purchaser to be responsible for all costs of collection (including attorneys' fees and disbursements), we, at our 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, and the purchaser will be liable for any deficiency, costs including handling charges, the expenses of both sales, our commission on both sales at our regular rate, all other charges due hereunder, and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligations to us, any property in our possession, owned by such purchaser. We shall have all of the rights accorded a secured party under the South Carolina Uniform Commercial Code with respect to such property, and we may apply against such obligations all monies held or received by us for the account of, or due from us to, such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or in the case of bank or cashier's checks, we have confirmed their authenticity.
19. All property must be removed from our premises by the purchaser at their expense no later than 5 business days following its sale and, if it is not removed, Charlton Hall Galleries, Inc., reserves the right to charge a minimum storage fee of \$5 per lot per day or to deliver said property to a public warehouse for storage at the purchaser's expense. Charlton Hall Galleries, Inc., shall have no liability or any damage to property left on its premises for more than 5 days following the sale.
20. Your bid is a legally binding contract. If you are the successful bidder, you have entered into a contract to purchase the property bid on from the seller. You should contact the Charlton Hall Galleries, Inc. to resolve any questions prior to placing any bids.
21. The use of a live internet bidding service will subject your bid to an additional buyer's premium. Please be aware of this and be sure to read all the terms published by the service providing online bidding.
22. The Conditions of Sale as written in this printed catalog will take precedence over any other conditions, whether printed or posted on internet websites. Conditions of Sale may be amended by posted notices in the showroom or by announcement from the auctioneer.
23. **Bid increments:** Bidding generally opens at half the low estimate and advances in the following increments:

Bid Range	Increment
\$0-99	\$10
\$100-499	\$25
\$500-999	\$50
\$1,000-2,999	\$100
\$3,000-4,999	\$200
\$5,000-9,999	\$500
\$10,000-19,999	\$1,000
\$20,000-49,999	\$2,000
\$50,000-Up	\$5,000