

## DALLAS AUCTION GALLERY

The following as amended by any posted notices or oral announcements during the sale, constitutes the entire terms and conditions on which property listed in the catalogue shall be offered for sale or sold by Dallas Auction Gallery, Ltd. ("DAG") and any consignor of such property for whom DAG has acted as agent. By bidding at an auction, whether in person or by agent, absentee bid, telephone, Internet or other means, the purchaser or bidder agrees to be bound by these Terms and Conditions of Sale.

### TERMS AND CONDITIONS OF SALE

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. DAG 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. 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. If your item(s) are damaged in shipping, you will need to contact the shipper to file a claim. If your item(s) are being shipped and there is a condition problem upon receipt, you are expected to notify us immediately by phone at 866-653-3900. Any condition concerns will be null and void after the 10th business day following the end of the auction. Please note that if you pay late and thus receive your item(s) late, this does not qualify you for special privileges. We do not give refunds! All sales are final! Dallas Auction Gallery does not warranty watch movements.
  2. All property is sold "AS IS, WHERE IS" and neither DAG nor the consignor makes any warranties or representations of any kind or nature with respect to property or its value, and in no event shall be responsible for the correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of property or estimate of value. No statement (oral or written) in this catalog, at the sale, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. All measurements are approximate.
  3. The successful bidder is the highest bidder acknowledged by the auctioneer. In the event of any dispute between bidders, or in the event of doubt on DAG's part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, DAG's sale record is conclusive. DAG records the audio portion of each auction.
  4. The purchaser assumes full responsibility for items at the fall of the hammer.
  5. As a convenience to customers, absentee bids and phone bids will be executed by DAG personnel in a competitive and confidential manner. Phone bid arrangements must be made 24 hours prior to start of the auction. DAG will not be responsible for failure to execute absentee or phone bids.
  6. There will be a buyer's premium of 25% added to the hammer price of each lot for the portion up to and including \$100,000; 20% on the portion from \$100,001 through \$1,000,000, and 12% on the portion exceeding \$1,000,000 and all will be considered part of the total purchase price. All purchases will be subject to an 8.25% Texas sales tax unless (1) you are an out-of-state resident and your purchases are being shipped out of Texas or (2) if you are a Texas resident and you possess a valid tax-exempt number. DAG must have a blanket exemption certificate with permit number and signature on any tax exempt sale.
  7. **PAYMENT – DOMESTIC CLIENTS:** We accept bank wire transfers, cash, personal or company check with proper ID, cashier's check, travelers check, money order, Visa, MasterCard, or Discover. There is a maximum of \$10,000 that may be charged to credit cards, per client invoice. (a) Items purchased in person must be paid for on the day of the auction. If you leave without paying, your credit card will be charged the next day. (b) For items purchased via phone or absentee bidding, your credit card will be charged the day after the auction. If other payment arrangements have been made and good funds have not been received by the 5th business day after the auction, your credit card will be charged. (c) For items purchased online, you will be emailed an invoice the day after the auction. It is your responsibility to contact DAG via telephone 866-653-3900 or email at [billing@dallasauktiongallery.com](mailto:billing@dallasauktiongallery.com) to make payment. (d) If paying by check, DAG reserves the right to hold all purchases until the check has cleared to the satisfaction of DAG and its bank.
- INTERNATIONAL CLIENTS:** We accept wire transfers, Visa, MasterCard, or Discover. There is a maximum of \$10,000 that may be charged to credit cards, per client invoice. (a) For items purchased via phone or absentee bidding, your credit card will be charged the day after the auction. If other payment arrangements have been made and good funds have not been received by the 5th business day after the auction, your credit card will be charged. (b) For items purchased online, you will be emailed an invoice the day after the auction. It is your responsibility to contact DAG via telephone 866-653-3900 or email at [billing@dallasauktiongallery.com](mailto:billing@dallasauktiongallery.com) to make payment.
8. **SHIPPING** – It is the buyer's responsibility to arrange for and pay for shipping. On the 30th calendar day following the auction, all lots that have not been removed from DAG will be moved to an off-site storage facility and incur storage fees of \$10.00 per lot per day until removed. For a recommended list of shippers and a Shipping Authorization Form, please click the "Shipping" link under the "Services" tab of our homepage at [www.dallasauktiongallery.com](http://www.dallasauktiongallery.com). We must have a signed, completed Shipping Authorization to release your lots.
  9. 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 sum actually paid, by the purchaser for such property.
  10. DAG reserves the right to withdraw any lot at any time before the auction without liability.
  11. The auctioneer reserves the right to reject any bid not commensurate with the value of the property offered.
  12. A range of estimates is given on each lot with a low and a high estimate. Estimates should not be relied on as a prediction of the actual selling price.
  13. 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, DAG 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.
  14. In the unlikely event we lose our internet connection, DAG reserves the right in its sole and absolute discretion to cancel the remainder of the auction.
  15. Some lots may be offered with a "reserve" which is the minimum price below which the lot will not be sold. DAG may act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the consignor. The auctioneers may continue to bid on behalf of the consignor up to the amount of the reserve, either by placing bids in response to other bidders or by placing consecutive bids. In no event will the reserve exceed the low estimate.
  16. These terms and conditions of sale, as well as the respective rights and obligations of DAG and any purchasers or bidder at any sale of DAG, shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
  17. The auctioneer is licensed and regulated by the Department of Licensing and Regulation. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint, it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 512-463-6599.