



BUYER'S AGREEMENT
Four Seasons Auction Gallery
Aardvark Antiques LLC dba
4316 Mundy Mill Road - Oakwood, GA 30566 - (678) 696-8757

Date: _____

Buyer #: _____

The following, as amended by any posted notices or oral announcements during the sale, constitutes the terms and conditions under which property is offered for sale by Four Seasons Auction Gallery. By bidding, whether in person, through an agent, by absentee bid, telephone, Internet, or other means, the bidder and purchaser agree to be bound by these Terms and Conditions of Sale.

TERMS AND CONDITIONS OF SALE

1. **ALL PROPERTY SOLD AS IS, WHERE IS; ALL SALES FINAL.** Every lot is sold "**AS IS, WHERE IS, WITH ALL FAULTS**" and without any warranty or representation, express or implied, including merchantability, fitness for a particular purpose, authenticity, age, attribution, provenance, authorship, materials, completeness, condition, dimensions, or value. Catalog descriptions, photographs, condition statements, estimates, and oral statements are opinions only and are not guarantees or warranties. Measurements are approximate. Four Seasons Auction Gallery and the consignor shall not be responsible for errors or omissions in descriptions or for any defect, whether visible, hidden, known, or unknown. Prospective bidders are strongly encouraged to inspect property personally or through a qualified expert before bidding. By placing a bid, the bidder acknowledges that the bidder has inspected the property to the extent desired or has voluntarily chosen not to inspect it, and accepts the property in its existing condition. **NO REFUNDS, RETURNS, CREDITS, OR EXCHANGES WILL BE GIVEN. ALL SALES ARE FINAL.**
2. Condition concerns must be reported to Four Seasons Auction Gallery immediately upon receipt and, in all events, within five (5) business days following the auction. Damage occurring during shipping is the responsibility of the shipper and must be pursued directly with the shipper. Late payment or delayed receipt of property does not extend these deadlines or create any right of return or refund.
3. The successful bidder is the highest bidder acknowledged by the auctioneer. In the event of a dispute between bidders or doubt concerning the validity of a bid, Four Seasons Auction Gallery may determine the successful bidder or re-offer and resell the lot. Four Seasons Auction Gallery's sale record shall be conclusive.
4. Lots containing multiples may be sold "times the money." For example, four chairs sold at \$50 each result in a \$200 hammer price. Online calculations for multiples will be made for the bidder where supported by the bidding platform.
5. Many lots may be offered without reserve. Four Seasons Auction Gallery, its auctioneer, and company representatives may bid on behalf of a consignor to protect an established reserve and may otherwise bid when permitted by applicable law and disclosed auction terms.
6. Absentee and telephone bids are accepted as a convenience and will be executed competitively and confidentially by Four Seasons Auction Gallery or its representative. Telephone bidding arrangements should be made at least 24 hours before the auction. Four Seasons Auction Gallery assumes no responsibility for failure to execute an absentee or telephone bid or for errors or omissions relating to its execution.
7. The purchaser assumes full responsibility and risk of loss for each purchased lot when the purchaser is recognized as the successful bidder.
8. A buyer's premium of 25%, or the percentage posted for the applicable auction, will be added to the hammer price of each lot and becomes part of the total purchase price.
9. Purchases are subject to applicable sales tax unless the purchaser provides Four Seasons Auction Gallery with a valid exemption certificate and all documentation required by law.
10. **PAYMENT.** Payment is due as stated for the applicable auction. Four Seasons Auction Gallery accepts approved forms of payment including cash, check, cashier's check, money order, Zelle, wire transfer, Visa, MasterCard, Discover, and American Express. **A 3% convenience charge will be added to credit card payments.** A \$35 fee will be charged for each returned check. Four Seasons Auction Gallery may hold property until payment has cleared. Absentee and telephone bidders are also subject to the payment authorization contained in the applicable bid form. Failure to make required payment arrangements may result in a non-paying-bidder report to the applicable online bidding platform.

TERMS AND CONDITIONS OF SALE - CONTINUED

11. **SHIPPING, REMOVAL, AND STORAGE.** The buyer is responsible for arranging and paying for shipping and removal. Property must be removed within the deadline stated for the auction or within five (5) days following the auction unless Four Seasons Auction Gallery agrees otherwise in writing. Property remaining after the deadline may incur storage and handling charges of \$10 per item per day. Property not timely removed may be deemed abandoned and may be disposed of or resold by Four Seasons Auction Gallery to satisfy storage, handling, and other amounts due, to the extent permitted by law.
12. Property left on the premises after purchase remains at the buyer's sole risk. Four Seasons Auction Gallery is not a bailee and is not responsible for loss, theft, damage, deterioration, or other casualty after the buyer becomes the successful bidder, except to the extent liability cannot lawfully be excluded.
13. Four Seasons Auction Gallery reserves the right to withdraw any lot before sale without liability and to reject any bid that, in its judgment, is not commensurate with the value of the property or is otherwise unacceptable.
14. Auction estimates are opinions only and should not be relied upon as predictions or guarantees of the actual selling price.
15. **BUYER DEFAULT.** If the purchaser fails to comply with these Terms and Conditions, Four Seasons Auction Gallery may exercise any remedies available by law, including holding the purchaser liable for the purchase price, canceling the sale and retaining payments to the extent permitted by law, or reselling the property. The defaulting purchaser shall be responsible for any deficiency, storage and handling charges, expenses of resale, applicable commissions, collection costs, and reasonable attorneys' fees and legal expenses incurred by Four Seasons Auction Gallery to the extent permitted by law.
16. **LIMITATION OF LIABILITY; INDEMNIFICATION; LEGAL FEES.** To the fullest extent permitted by law, the buyer agrees that Four Seasons Auction Gallery, Aardvark Antiques LLC, the owner, auctioneer, employees, agents, representatives, and consignors shall not be liable for claims, losses, damages, costs, or expenses arising from or relating to any purchased property, catalog description, condition statement, representation, bidding service, payment, storage, handling, shipping, or participation in the auction, except for liability that cannot legally be waived. The buyer agrees to indemnify and hold harmless Four Seasons Auction Gallery, Aardvark Antiques LLC, the owner, auctioneer, employees, agents, and representatives from claims arising from the buyer's acts, omissions, breach of these Terms, or ownership, possession, transport, or use of purchased property. **If a bidder or buyer brings or initiates any claim, demand, lawsuit, arbitration, chargeback, or other legal proceeding against Four Seasons Auction Gallery or any protected party arising from or relating to the auction or a purchase, and Four Seasons Auction Gallery or the protected party substantially prevails, the bidder or buyer agrees to reimburse all reasonable attorneys' fees, court costs, collection costs, and other legal expenses incurred, to the fullest extent permitted by law.**
17. These Terms and Conditions and the rights and obligations of Four Seasons Auction Gallery and all bidders and purchasers shall be governed by and construed under the laws of the State of Georgia.
18. Any verbal or posted terms announced for a particular auction may supplement or amend these Terms and Conditions. If a specific auction term conflicts with this Agreement, the specific term announced or posted for that auction will control to the extent permitted by law.

PLEASE PRINT LEGIBLY

Name: _____

Business Name (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work: _____ Cell: _____

Resale Tax #: _____ Driver's License #: _____

Email Address: _____

Resale certificate must be provided for tax-exempt purchases.

This information may be used to contact you about future auctions.

Signature

(REQUIRED): _____

Date: _____

By signing, the buyer acknowledges having read, understood, and agreed to all Terms and Conditions of Sale, including the AS IS, WHERE IS / ALL SALES FINAL provisions and the limitation of liability, indemnification, and legal-fee provisions.