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# AKIBA GALLERIES

AUCTIONEERS • GEMOLOGISTS • APPRAISERS

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## Akiba Galleries Terms & Conditions

Auction is in Dania Beach, Florida. All Akiba Galleries sales are governed by our Term and Conditions. Please fully read and review the Terms and Conditions prior to placing any bids. When registering to bid or submitting a bidder registration form you are agreeing to our Terms and Conditions. If you do not understand or agree to these terms and Conditions do not register to bid. Any questions should be directed to [info@akibaantiques.com](mailto:info@akibaantiques.com) or by phoning us 305-332-9274.

All sales are subject to the terms and conditions stated herein.

Auction Preview: M-F 10:30AM to 4:30 PM or by calling (305) 332-9274

### Before the Auction

All items are available for examination prior to sale. Bidders are encouraged to examine all items in which they have an interest. We try to accurately to describe the items being sold, but all property offered for sale is strictly "As is, Where is", and with all faults. It is the bidder's responsibility to determine the exact condition and authenticity of each item. No statement whether written or oral, made in the catalog, advertisement, invoice, gallery posting, announcement or comment by the auctioneer, or otherwise, shall be deemed to create any warranty or assumption of liability.

The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, defect or effects of ageing.

Unless noted, all items have some amount of acceptable wear, scratches, nicks, etc. Estimates are of market value and are designed to help buyers gauge what sort of sum might be involved for the purchase of a particular lot. Estimates do not include the Buyer's Premium. By bidding, you are entering a contract and you are agreeing that you have either closely examined the items, have chosen not to examine them, or have hired an independent agent to examine the items for you.

Lots are sold "As Is, Where Is" and the buyer agrees to the following:

All information in the catalogue concerning authenticity is guaranteed for a period of thirty (30) days from the date of sale. Within that time, prior to payment to the consignor of the work, the buyer may submit, at his own expense, an opinion in writing from a recognized expert on the work at issue regarding authenticity. In the event the work is judged inauthentic by the expert, the work may be returned in the same condition as at time of sale and the buyer's full purchase price will be refunded. Refunds shall not include costs of transportation, insurance, or other

expenses that may have been incurred by the buyer. It is the buyer's responsibility to make payment in a timely fashion such, that the property can be released and inspected within this thirty (30) day time frame.

Akiba Galleries is not responsible for any typographical errors, wear on furniture, flakes, surface scratches, or manufacturing flaws in glass or ceramics.

No warranty is made regarding the condition of artwork frames.

No warranty is made regarding the working condition of watches, clocks, electronic or mechanical devices of any sort or that any such item is in working condition or without defects, restorations, or working parts.

All measurements are approximate..

Akiba Galleries makes no warranty that a buyer acquires any copyright, trademark or reproduction rights as to any lot purchased. Akiba Galleries , reserves the rights to reproduce any image of any lot sold at auction.

Except as stated herein regarding written authenticity, Akiba Galleries does not accept return of items purchased at auction. All Sales are Final.

#### During the Auction

**Bidding as Principal:** Any bidder making a bid accepts personal liability to pay the purchase price including buyer's premium and applicable taxes except as otherwise agreed in writing by the parties prior to the auction.

**Phone Bids:** Arrangements for telephone bidding can be made by completing and submitting the Telephone Bid Form by 5:00 pm the day prior to sale day. This form can be obtained by emailing or calling our office. All bids must be secured with a credit card number. All telephone bids will be executed in a fair, competitive and confidential manner. Akiba Galleries will make all reasonable effort to contact the bidder prior to the sale of the lot of interest to the bidder. Akiba Galleries accepts no liability for the failure to reach the bidder or for any errors or omissions in connection with phone bids.

**On-line Bids:** Akiba Galleries makes all reasonable efforts to execute on-line bids. Akiba Galleries accepts no liability for equipment failure, inability to access the internet or software malfunctions related to the execution of on-line bids..

**Absentee Bids:** Arrangements for absentee bidding can be made by completing and submitting the Absentee Bid Form by 5:00 pm the day prior to sale day. This form can be obtained by emailing or calling our office. All bids must be secured with a credit card number. All absentee bids will be executed in a fair, competitive and confidential manner. While every effort is made to execute and honor absentee bids, Akiba Galleries is not responsible for failure to execute a bid and is not liable for any losses incurred as a result of failure to execute absentee bids.

**Reserve Price:** Some lots in the auction are subject to a reserve or a confidential minimum sale price requested by the seller. The reserve will not exceed the low estimate. The auctioneer in his sole discretion may open the bidding on any lot below the reserve and bid up to the reserve. On lots with no reserve the auctioneer will generally open bidding at one half the low estimate.

Auctioneer's Discretion: The auctioneer may, in his sole discretion, refuse any bid, advance the bidding or withdraw any lot. In the case of an error or dispute during or after the auction the auctioneer may in his sole discretion determine the successful bidder, continue the bidding, cancel the sale or re-offer the item in dispute. In the event of a dispute after the sale, Akiba Galleries record is conclusive and binding on all parties.

Winning Bid: The winning bid is the highest bid acknowledged by the auctioneer. In the event of a tie bid, the winning bid will be determined by the auctioneer in his sole discretion. A dispute between bidders will be determined by the auctioneer, in his sole discretion, to determine the successful bidder or to re-offer the item. In the event of a dispute after the sale, Akiba Galleries record is conclusive. Title passes upon auctioneer's acknowledgment of the winning bidder subject to the Terms and Conditions as set for the herein and the winning bidder assumes full risk and responsibility thereafter.

Ownership: Item ownership is conveyed immediately following the fall of the auctioneer's hammer. While we always try to store all items with great care, Akiba Galleries will not assume liability for any loss or damage to an item after the hammer has fallen.

After the AUCTION

**Buyer's Premium:** In addition to the hammer price, the buyer agrees to pay Akiba Antiques Jr. LLC a buyer's premium of 20%, current Florida sales tax of 6% and shipping (as applicable). An additional premium is assessed to on-line bidders. Please refer to the individual site terms and conditions for additional premium charges. A successful bidder's invoice from Akiba Galleries will reflect the total buyer's premium assessed by Akiba Galleries and the on-line site, Florida sales tax and shipping (as applicable).

Payment: You will be invoiced after completion of the auction. Buyer to make payment in full (including hammer price, buyer's premium and applicable taxes and shipping)

Payment is due within 4 business days after the auction contacts you. Bidder credit cards may be charged 4 days after an invoice has been sent. Checks, credit cards, cash and wire transfers are accepted. All items purchased via absentee bid must be paid for within 4 business days of the sale date. If a buyer fails to contact Akiba Galleries within 4 business days following the sale, the credit card used to secure the bid will be charged the amount of the invoice. If paying by certified check, Akiba Galleries reserves the right to hold the item until the check has cleared. In addition, items may be paid for with a properly authorized Visa, Discover, American Express and MasterCard. Buyer agrees to pay Akiba Galleries Jr. LLC a handling fee of \$50.00 for any check dishonored by buyer's bank.

For credit card payments, please contact us (305) 332-9274. Pay online via the "PAY NOW" button on the invoice. Zelle to 3056325563. Any invoices over 3,000USD must be paid by either check, money order, bank issued checks or wire transfers, NO EXCEPTIONS.

WIRE TRANSFER INFO: SWIFT: CHASUS33 BANK NAME: CHASE ROUTING NUMBER: 267084131 ACCOUNT NUMBER:267084131 BANK ADDRESS: 300 E DANIA BEACH BLVD.

DANIA BEACH FLORIDA 33004 COMPANY NAME: Akiba Galleries JR. LLC COMPANY ADDRESS: 3 N Federal Hwy, Dania Beach, FL, 33004

Non-Payment: In the event payment in-full is not received from the successful bidder in good and clear funds within ten (10) business days following the auction sale Akiba Galleries may in its sole discretion exercise one or more of the following remedies in addition to any action available by law: 1) impose a late fee of one and one half percent (1-1/2%) per ten days of the total invoice amount; 2) cancel the sale; 3) resell the item at such terms Akiba Galleries finds appropriate and hold the purchaser liable for any deficiency; 4) bar the bidder from bidding at future Akiba Galleries auctions; 5) other actions as deemed necessary or appropriate.

Limitations on Liability: Akiba Galleries acts only as an agent for the consignor and in no event shall be liable for any breach or default by the consignor or any representation made by Consignor to Akiba Galleries .

Shipping: Akiba Galleries can supply you with names of referred third party packers and shippers. Akiba Galleries will not be responsible for the acts or omissions of third party packers or shippers whether or not referred by Akiba Galleries . Items to be picked up by the buyer or agent for the buyer must be picked up within 10 calendar days following the auction. Pick-up hours are M-F 10:30am to 4:30pm (EST). Items not picked up within 10 days will be placed in storage at a fee of \$10.00 per item per day. All international customs, duties, and other tariffs are the responsibility of the buyer. Akiba Galleries and all third party shippers will declare the selling price as the value in all cases. In the event a purchased item cannot be delivered in the same condition as of the time of sale due to damage, theft, loss or mis-delivery Akiba Galleries Jr. LLC shall not be liable for any amount in excess of that paid by the buyer.