**TERMS AND CONDITIONS OF SALE**

By bidding at the auction, whether present in person or by agent, or by written bid, telephone, internet or by other means, the buyer agrees to be bound by the conditions of sale.

1. All properties are sold as is, and neither we nor the consignor make any warranties or representations with respect to any lot sold including but not limited to the correctness of the catalogue description, the physical condition, size, quality, rarity, attribution, authorship, importance, medium, provenance, exhibitions, literature or historical relevance of the property, and no statement anywhere, whether oral or written, shall be deemed such a warranty or representation. All sizes listed are approximate. Prospective bidders should inspect the property before bidding to determine its condition, size, and whether or not it has been repaired or restored. We and the consignor disclaim any and all warranties, expressed or implied, including but not limited to the implied warranty or merchantability or fitness for any particular purpose, no warranties are made that any of the merchandise complies with any applicable governmental rules, regulations or guidelines of any kind or nature whatsoever. Neither Hudson Valley Auctions as agent nor the consignor is responsible for any faults or defects in any lot or the correctness of any statement as to the authorship of any origin, authorship, date, age, attribution, genuineness, provenance or condition of any lot.

2. A buyer's premium of 20% on any amount bid will be added to the purchase of all lots in the sale. This premium is payable by the purchaser as part of the total purchase price. Online bidders are subject to a 23% buyer’s premium.

3. We reserve the right to withdraw any property before the sale.

4. Unless otherwise announced by the auctioneer all bids are per lot as numbered in the catalogue.

5. All bids placed and all payments made must be in U.S. dollars drawn on a U.S.Bank unless payment in U.S. dollars wired from a foreign bank has been pre-arranged. Internet bills may be paid via Paypal with Paypal funds or credit card.

6. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of a dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion whether to resell the article in dispute. If any dispute arises after the sale, our sale records are conclusive. Although in our discretion we will execute order bids or accept telephone bids and internet bids as a convenience to clients who are not present at the auctions, we are not responsible for any errors or omissions in connection therewith.

7. If the auctioneer decides that any opening bid is below the value of the article offered, he or she may reject the same and withdraw the article from sale, and if having acknowledged an opening bid , he or she decides that any advance thereafter is insufficient, he or she may reject the advance.

8. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer subject to fulfillment by such bidder, of all the conditions set forth herein, and such bidder thereupon a) assumes full risk and responsibility thereof, but not limited to, insurance, fire, theft, removal and storage or damage from any and all causes and b) will pay full purchase price thereof. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1 1/2% per month of the total purchase price if payment is not made in accordance with the conditions set forth.

9. Unless exempted by law purchasers will be required to pay New York State sales tax and other local taxes as required.

10. If bidding by internet, the purchaser shall have consented to the exclusive jurisdiction of The State of New York with exclusive venue in County of Orange.

11. We are not responsible for the act or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us or by someone else is at the entire risk of the purchaser.

Shipping Information:

All arrangements for shipping can be made by contacting

The UPS Store

610 Broadway

Newburgh, New York

12550

Phone: 845-561-5950

Email: auctionshippers@gmail.com

Attention: Will or Soledad

Please Note: The buyer may choose a shipper of their choice. The buyer is soley responsible to make all necessary arrangements with the shipper of their choice.

12. Any further questions of a prospective bidder need to be addressed prior to bidding. A complete set of terms and conditions of sale will be sent for your review