



Mathesons' AA Auctions & Antiques
 LLOYD & JAN MATHESON
 600 E. New Haven Avenue
 Melbourne, FL 32901

Bidder #:	_____
Registered By:	_____
Date:	_____

Absentee/ Telephone Bid Form

Terms: 17% Buyer's Premium or 20% Internet- Cash or good check- Western Union or Wire Transfer. OFFERINGS SUBJECT TO ERROR; ALL GOODS SOLD "AS IS", ALL SALES FINAL . Absentee Bids are executed as a courtesy, and Mathesons' AA Auctions will not be responsible for any errors or failures to execute bids. All other Terms & Conditions apply.

Name: _____

Email: _____

Street: _____

City: _____

State/ Zip: _____

Phone (Primary/ Secondary): _____

Fax: _____

I AGREE TO THE TERMS & CONDITIONS OF MATHESONS' A A AUCTION.

SIGNATURE _____ DATE _____

DRIVER'S LICENSE # _____

Lot No.	Brief Description	Maximum Bid

MATHESONS' AA AUCTIONS 600 EAST NEW HAVEN AVENUE, MELBOURNE, FL 32901
 321 768.6668

TERMS OF SALE

PLEASE NOTE: ALL BIDDERS AND OTHERS ATTENDING THIS AUCTION MUST READ AND INDICATE THAT THEY FULLY UNDERSTAND THE FOLLOWING TERMS BY SIGNING THE ACCEPTANCE OF TERMS AND CONDITIONS AT THE END OF THIS FORM.

1. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Mathesons' AA Auctions below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the low estimate. A representative of Mathesons will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.
2. All property is sold "as is", and neither the auctioneer nor any consignor makes any warranties or representation of any kind or nature with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, of description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property. There are times when we are certain that a signed piece is by the person whose name it bears, and those cases the Auctioneer will announce that a written 30 day guarantee will accompany the item. If the guaranteed item is subsequently not found to be by the artist whose signature it bears, by a universally recognized expert on that particular artist within 30 days of the sale, then Mathesons' Auction will refund both the hammer price and the buyer's premium back to the buyer upon return of the item (in the same condition as it was when it left our gallery) and receipt of a written statement by the mutually accepted expert.
3. Except as provided in paragraph 1 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her election, withdraw the lot or reoffer the lot for sale.
4. All merchandise purchased must be paid for before items can be removed from the gallery and within 7 days of sale. Mathesons may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed by the purchaser within three (35) days after the date of sale. Mathesons shall have no liability for any damage to property left on its premises. At the option of Mathesons, the merchandise may be transferred to and stored at a bonded warehouse and the purchaser agrees to pay all transfer and storage expenses.
5. Mathesons accepts cash (In House Only), check, or Bank wire transfer for payment. Mathesons reserves the right to hold merchandise purchased until the check has cleared the bank. The purchaser agrees to pay Mathesons a handling charge of \$25.00 for any check dishonored by the drawee. Mathesons does not accept payment by credit card for merchandise purchases.
6. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Mathesons may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve,

any lot or item for which the purchaser has failed to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.

7. In no event will the liability of Mathesons to any purchaser to any item exceed the purchase price actually paid by such purchaser for such item.

8. Shipping is the responsibility of the purchaser. Upon request, our staff will provide the list of shippers who deliver to destinations within the United States and overseas. Some property that is sold at auction can be subject to laws governing export from the U.S., such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute cancellation or delay in payment for the total purchase price of these lots.

A list of our preferred shippers is as follows:

- (1). Pakmail – (321) 799-9905.
- (2) . Mailman Joeys – (321) 266-2289
- (3). The UPS Store – (321) 253-2600

9. All purchases are subject to Brevard County, Florida 6% sales tax unless the purchaser possesses a Florida sales tax exemption number. Exemption numbers from other states are accepted in Florida if presented with a business card or letterhead.

10. Except for property purchased on Live Auctioneers, a premium equal to 17% of the final bid price up to and including \$200,000, plus 12% of the final bid over \$200,000, will be applied to each lot sold, to be paid by the Buyer as part of the purchase price. The buyer's premium on property purchased on Live Auctioneers will be in the amount equal to 20% of the final bid price up to and including \$200,000, plus 15% of the final bid over \$200,000.

11. Bidding on any item indicates your acceptance of these terms and all other terms announced at the time of sale whether bidding in person, through a representative, by phone, by Internet, or other absentee bid.

12. These conditions of sale shall be governed by the laws of the State of Florida (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Mathesons in connection with the transactions contemplated by this agreement shall be brought, in the courts of Brevard County, Melbourne, Florida or any federal court sitting therein. The bidder/buyer consents to the nonexclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.

PLEASE READ AND SIGN TO INDICATE ACCEPTANCE OF OUR TERMS AND CONDITIONS FOR THIS SALE.

PLEASE FAX ENTIRE SIGNED FORM TO 321-768-6664.

SIGNATURE _____ DATE _____
DRIVER'S LICENSE # _____