

STANDARD CONDITIONS OF SALE

The following Standard Conditions of Sale are Auction Action Ltd.'s (the "**Auctioneer's**") and _____'s (the "**Consignor's**") entire agreement with the purchaser and any bidders relative to the property listed in this catalogue.

The Standard Conditions of Sale and all other contents of this catalogue are subject to amendment by the Auctioneer by the posting of notices or by oral announcements made during the sale. The property will be offered by the Auctioneer as agent for the Consignor, unless the catalogue indicates otherwise.

By participating in any sale, you acknowledge that you are bound by these terms and conditions.

1. AS IS

Goods auctioned are often of some age. All property is sold "AS IS" without any representations or warranties by the Auctioneer or the Consignor as to merchantability, fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. The Auctioneer and the Consignor make no representations and warranties, express or implied as to whether the purchaser acquires any copyrights, including but not limited to, any reproduction rights in any property. The Auctioneer and the Consignor are not responsible for errors and omissions in the catalogue, glossary or any supplemental materials.

2. INSPECTION

Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored.

3. BUYER'S PREMIUM

A buyer's premium will be added to the hammer price and is payable by the purchaser as part of the total purchase price. The buyer's premium is 10% of the hammer price to a maximum of \$150.00 per lot.

4. BIDDER'S DEPOSIT

When registering for an auction, all bidders will be required to pay a minimum \$150.00 deposit. Deposit amounts may be increased by the Auctioneer by the posting of a notice in that regard. Deposits can be paid by way of cash, Visa or MasterCard.

Deposits will be applied to the purchase price in respect of any successful bid. If a bidder is not successful, the deposit will be refunded to the bidder at the end of the auction.

5. WITHDRAWAL

The Auctioneer reserves the right to withdraw any property before the sale and shall have no liability whatsoever for such withdrawal.

6. PER LOT

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

7. BIDDING

- (a) The auctioneer reserves the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. The auctioneer has absolute and sole discretion in the case of error or dispute with respect to bidding, and whether during or after the sale, to determine the successful bidder, to reopen the bidding, to cancel the sale or to reoffer and resell the item in dispute. If any dispute arises after the sale, the Auctioneer's sale record is conclusive. Although in the Auctioneer's discretion it will accept absentee bids or accept telephone bids as a convenience for clients who are not present at auctions, it is not responsible for any errors or omissions in connection therewith.
- (b) By participating in the sale, you represent and warrant that any bids placed by you, or on your behalf, are not the product of any collusive or other anticompetitive agreement and are otherwise consistent with Canadian competition and other laws.

8. BIDS BELOW RESERVE

If the auctioneer determines that any opening bid is below the reserve 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 determines that any advance thereafter is insufficient, he or she may reject the advance.

9. PURCHASER'S RESPONSIBILITY

- (a) Subject to fulfillment of all the conditions set forth herein, on the fall of the auctioneer's hammer, the contract between the Consignor and the winning bidder is concluded, and such bidder thereupon: (i) assumes full risk and responsibility for the property purchased (including, without limitation, liability for or damage to frames or glass covering prints, paintings or other works); and (ii) will pay the full purchase price in accordance with clause 9(b) below. Title in a purchased lot will not pass until the Auctioneer has received the full purchase price in cleared funds. The Auctioneer is not obligated to release a lot to the purchaser until title to the lot has passed and any earlier release does not affect the passing of title or the purchaser's unconditional obligation to pay the full purchase price. The Auctioneer reserves the right to refuse to accept payment from a source other than the buyer of record. All charges are subject to all applicable taxes, including GST and provincial sales tax.
- (b) Unless otherwise agreed by the Auctioneer, purchasers shall pay the full purchase price within three business days after the sale of the property. The Auctioneer will accept a maximum of \$1,000.00 payable by way of Visa or MasterCard. Any remaining balance must be paid by bank draft, certified cheque or cash. In addition to other remedies available to the Auctioneer at law, it reserves the right to impose from the third business day of the sale a late charge of 18% per annum of the total purchase price if payment is not made in accordance with the conditions set forth herein.
- (c) Unless otherwise agreed by the Auctioneer, all property must be removed from its premises by the purchaser at his/her expense not later than 5 business days following its sale. If the property has not been removed by such time, the purchaser shall be charged a handling charge of \$50.00 plus a storage charge of \$50.00 per day. To avoid the storage charges noted, purchasers should arrange for the removal of their purchases as soon as possible. The Auctioneer is not obligated to release the property until the handling and storage charges are paid in full.
- (d) If any applicable conditions herein are not complied with by the purchaser, the purchaser will be in default and in addition to any and all other remedies available to the Auctioneer and the Consignor at law, including, without limitation, the right to hold the purchaser liable for the total purchase price, including all fees, charges and expenses more fully set forth

herein, the Auctioneer, at its option, may: (i) cancel the sale of that, or any other lot or lots sold to the defaulting purchaser at the same or any other auction; (ii) retain as liquidated damages all payments made by the purchaser; (iii) resell the purchased property, whether at public auction or by private sale; or (iv) effect any combination thereof. In any case, the purchaser will be liable for any deficiency, and all costs, handling charges, late charges, expenses on both sales, the Auctioneer's commission on both sales at its regular rates, legal fees and expenses on a solicitor and his/her own client full indemnity basis, collection fees, applicable taxes and incidental damages. The Auctioneer may, in its sole discretion, apply any proceeds of sale then due or thereafter becoming due to the purchaser from the Auctioneer, or any payment made by the purchaser to the Auctioneer, whether or not intended to reduce the purchaser's obligations with respect to the unpaid lot or lots, to the deficiency and any other amounts due to the Auctioneer. In addition, a defaulting purchaser will be deemed to have granted and assigned to the Auctioneer a continuing security interest of first priority in any property or money of or owing to such purchaser in our possession, and the Auctioneer may retain and apply such property or money as collateral security for the obligations due to it. The Auctioneer shall have all the rights afforded to a secured party under the *Personal Property Security Act* (Alberta). Payment will not be deemed to have been made in full until the Auctioneer shall have collected the funds. Any claims relating to any purchase, including any claims under these Standard Conditions of Sale, must be presented directly to the Auctioneer. In the event the purchaser fails to pay any or all of the total purchase price for any lot and the Auctioneer nonetheless elects to pay the Consignor any portion of the sale proceeds, the purchaser acknowledges that the Auctioneer shall have all the rights of the Consignor to pursue the purchaser for any amounts paid to the Consignor, whether at law, in equity, or under these Standard Conditions of Sale.

10. RESERVE

All lots in this catalogue that are subject to a reserve, which is the confidential minimum hammer price at which lot will be sold, will be indicated as such. The auctioneer may implement such reserve by opening the bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a lot, or bids in response to the other bidders. In instances where the Auctioneer has an interest in the lot other than its commission, it may bid up to the reserve to protect such interest. In certain instances, the Consignor may pay the Auctioneer less than the standard commission rate where a lot is "bought-in" to protect the reserve.

11. TAX

GST is payable by the purchaser on the total purchase price of all lots. The Auctioneer recommends that prospective purchasers with questions regarding the application of GST to property purchased at an auction seek tax advice from their local tax advisors.

12. EXPORT AND PERMITS

It is the purchaser's sole responsibility to identify and obtain any necessary export, import, firearms, endangered species or other permit for the lot. Any symbols or notices in the sale catalogue reflect Auctioneer's reasonable opinion at the time of cataloguing and are for bidders' general guidance only. The Auctioneer and the Consignor make no representations or warranties as to whether any lot is or is not subject to import/export restrictions or any embargoes.

13. GOVERNING LAW AND JURISDICTION

These Standard Conditions of Sale shall be governed by and construed and enforced in accordance with the laws of the Province of Alberta. By bidding at an auction, whether present or in person or by agent, order bid, telephone or other means, all bidders including the purchaser, shall be deemed to have consented to the exclusive jurisdiction of the courts of the Province of Alberta. All parties agree, however,

that the Auctioneer shall retain the right to bring proceedings in a court other than the courts in the Province of Alberta.

14. PACKING AND SHIPPING

The Auctioneer is not responsible for the acts or omissions in its packing or shipping of purchased lots or to other carriers or packers of purchased lots, whether or not recommended by it. Packing, shipping and handling of purchased lots is at the entire risk of the purchaser.

15. LIMITATION OF LIABILITY

In no event will the Auctioneer's liability to a purchaser exceed the purchase price actually paid.

16. DATA PROTECTION

- (a) The Auctioneer will use information provided by its clients or which the Auctioneer otherwise obtains relating to its clients for the provision of auction and other art-related services, real estate and insurance services, client administration, marketing and otherwise to manage and operate its business, or as required by law (the "**Listed Purposes**").
- (b) Some gathering of information about the Auctioneer's clients will take place using technical means to identify their preferences and provide a higher quality of service to them, and to monitor and track bidding video images or through the use of monitoring devices used to record telephone conversations.
- (c) The Auctioneer will seek clients' express consent before gathering any sensitive data, unless otherwise permitted by the law. Clients agree that the Auctioneer may use any sensitive information that they supply to the Auctioneer for the Listed Purposes.
- (d) Clients agree to the collection, use and disclosure of their personal information for the Listed Purposes and to the disclosure of such information to any auctioneer company to use this information for the Listed Purposes. Clients also agree that the Auctioneer or any Auctioneer affiliate may transfer this information to third parties anywhere in the world for processing purposes, including to third parties in countries which may not offer equivalent protection of personal information to that offered in Canada. Clients can prevent the collection, use and disclosure of their personal information for marketing purposes at any time by notifying the Auctioneer.