

PLEASE READ THESE IMPORTANT INSTRUCTIONS

SPECIAL ABSENTEE & PHONE BIDDING INSTRUCTIONS FOR THIS AUCTION

Fill Out & Email your Absentee Bid Sheet from our
secure website: www.LangsAuction.com

PLEASE MAIL, PHONE OR FAX YOUR ABSENTEE BID FORM
OR PHONE BIDDING INTENTIONS TO:

Lang's Auction • 663 Pleasant Valley Rd • Waterville, N. Y. 13480
Phone: 315-841-4623 Fax: 315-841-8934

All phone lines will be closed for incoming calls starting one hour prior to the start of the auction on October 22, & 23. NO ABSENTEE BIDS will be accepted by phone, fax or email from 9:00am EST to the end of the auction.

All bids must be entered before 10:00am EST. The only option for bidding during these hours is pre-arranged phone bidding or online: www.liveauctioneers.com/browse/seller/langsauction

You must pre-register with LiveAuctioneers a minimum of 24 hours in advance of the live auction to be assured of online bidding in real time participation. Registrations and/or online bids received after this time may not be accepted or implemented.

Lang's offices will close prior to the auction on Friday, October 21 at 9:00am EST. After that time, the manager and crew will be in transit to the auction facility and will be unavailable until Saturday, October 22 at 8:00am EST at the cell phone and fax numbers listed in the front of the catalog.

*It is a good policy to follow up mail, fax or emailed bids
with a phone call to LANG'S to verify your bid sheet was received.*

If you have any questions, Lang's Customer Service will be happy to assist you.

Due to prior bidder error, there will be no changes allowed to any absentee bid during the live auction. No alteration will be accepted from 10:00am EST to the end of the auction on either October 22, or 23.

Phone bidders are not allowed to alter written or absentee bids during the live auction.

Absentee bids in any form are legal and binding contracts and must be honored.

Bidder errors may be altered by submitting a new SIGNED absentee bid form by FAX ONLY prior to 10:00am EST on each auction day. The fax number to resubmit an absentee bid form is: 315-841-8934 until 9:00am EST on Friday, October 21. From 7:00am until 9:00am EST each auction day, you may resubmit changes to **the NEW onsite fax number: 315-792-7275 only.**

**Consignors & Buyers: Lang's office will be closed
Monday, Tuesday and Wednesday following the auction.
Please do not call for information about the sale until Thursday.**



ABSENTEE & PHONE BID FORM

Fill Out & Email your Absentee Bid Sheet from our secure website: www.LangsAuction.com

PLEASE READ SPECIAL ABSENTEE BIDDING INSTRUCTIONS FOR THIS AUCTION

IMPORTANT: Please read CONDITIONS OF SALE at the back of this catalog before filling out form.

Absentee Bidding: Please complete this form to absentee bid on any lots (catalog item numbers) in this auction. You can mail or fax the completed form, or if time does not allow, you can phone in your bids. Absentee bids are executed on your behalf by our staff in competition with bids from other bidders. In the event two identical absentee bids are received, the bid first received will be accepted. In the event your maximum bid ties with a bid from the phone, the normal policy is to go one increment higher on your behalf to break the tie in your favor. If you want us to do so, PLEASE INDICATE +1 ON THE FORM, IF NOT, PLEASE INDICATE MAX.

Phone Bidding: If you want to bid on the phone, through a member of LANG'S staff during the auction, please indicate so on this form along with the numbers of the lots you intend to bid on. Be sure to indicate the phone numbers where LANG'S can call you when it's time for you to bid.

We will make every effort to execute all absentee and phone bids. However, if there is an error or omission, LANG'S will not be held liable.

We require a good faith deposit equal to 20% of the maximum total bid (bank check, money order or VISA/Master Card).

An 18% buyer's premium will be added to all successful bids. A 3% discount (resulting in 15%) is given for cash or check payments.

Invoices will be emailed at the close of the auction on Sunday night to the email address provided.

Please check your Spam folder or contact Lang's office if you do not receive your invoice.

~MAKE CHECKS PAYABLE TO LANG'S ~ Payment is due in full within ten days following the auction.

Failure to pay within ten days following the auction will jeopardize future absentee & phone bidding privileges.

I acknowledge that I have read & understand Lang's Conditions of Sale and agree to be bound by them.

Signature

Date

Name _____

Address _____

City/State/Zip _____

Telephone _____ Secondary phone number _____

Your invoice will be emailed at the close of the auction- PLEASE provide your current email address

Email Address _____

Credit Card Number (MC/Visa) *For Use As Good Faith Deposit* _____ Exp. Date _____

Signature _____

Please Mail Your Absentee Bid Sheet *BEFORE* October 13 or Email *BEFORE* October 17

ABSENTEE BID FORM

LOT NO.	Phone/Absentee Bid Form DESCRIPTION	MAX OR +1	MAXIMUM BID EXCLUDING THE 18% BUYER'S PREMIUM

SPECIAL SHIPPING NOTICE:

Shipping for the October 22, and 23, 2011 auction will be provided by Lang's.

Shipping costs will be included as part of your Lang's invoice. A Paypal link will be included on your invoice for fast secure payments.

Minimum Domestic shipping charge is \$15.00. International shipping minimum is \$35.00.

Shipping is calculated on a percentage basis as follows. This percentage includes insurance and Delivery Confirmation (Delivery Confirmation is not available on International shipping) on all packages.

Shipping & Handling - Invoice Total \$10.00 to \$1,000.00 = 6%

Shipping & Handling - Invoice Total \$1,001.00 to \$5,000.00 = 4%

Shipping & Handling - Invoice Total \$5,001.00+ = 2%

Shipping for most items will be provided via USPS Priority. Buyers requesting alternate shipping services may incur increased costs and delays. Insurance is Mandatory - no item will be shipped without full insurance. Books will be shipped via USPS Media Mail with insurance and delivery confirmation.

It is the responsibility of all buyers to provide Lang's with correct contact information and valid shipping address.

Due to the large amount of auction lots requiring shipping service, receipt of auction items may take up to 4 weeks, longer for items requiring special packaging, including oversize or overweight items. International buyers may encounter longer receipt times. Book buyers may also experience longer receipt times due to Media Mail shipping.

Unusual packaging needs or special shipping arrangements outside of Lang's shipping department's abilities, will be provided by a shipping service if Lang's deems it necessary or it is requested by the purchaser.

If required insurance exceeds \$5,000.00, the package will be mailed by Registered mail, which will extend arrival date. US maximum insurance per package is \$25,000.00, over this amount, we will mail in multiple packages.

Due to country specific insurance maximums, an alternate carrier may be necessary to properly insure auction items, incurring additional shipping expense to be paid by the purchaser.

Please be advised: Due to prior issues, shipping to a third party requires your signed release absolving Lang's from *ALL* liabilities, including damage, loss, or theft of your auction lots. All items have been properly packaged and verified as to condition prior to shipment. However, since you are not the physical recipient, you must accept full responsibility for your items immediately upon delivery to the third party.

PLEASE NOTE: Oversize or overweight packages will incur an additional surcharge

Phone lines are extremely busy after the auction. For shipping questions, if possible, please contact Lang's by email: Shipping@LangsAuction.com, fax 315-841-8934, phone 315-841-4623.

PLEASE NOTE: Purchasers may pick up their auction items at the Holiday Inn in Boxborough, Massachusetts on Sunday, November 6, 2011 - By Appointment Only. Pick up requests must be made by Monday, October 30, 2011. Prior arrangements are necessary so your items will be available that day at the pick-up location. Please call: 315-841-4623 or email: Christina@LangsAuction.com to schedule your pick up appointment. A scheduled appointment is required as the Discovery auction will be in progress that day. Failure to pick up your items at the scheduled time will result in substantial shipping and handling charges.

Any lot(s) held after the auction for more than 30 days will incur storage charges of \$10.00 per day per lot. In the event of failure of the owner to pay for purchases, shipping, storage fees, or any other charge or fee owed to Lang's in full within 60 days following the auction, whether in full or partial, the lot(s) will become the property of Lang's. All transactions shall be governed by Lang's Conditions of Sale.

CONDITIONS OF SALE

Lang's Auction, Inc. and Lang's Store LLC, hereinafter referred to as "Lang's"

Any participation, transaction or involvement with Lang's indicates your acceptance of these terms and conditions.

The property listed in this sale will be offered and sold under the following Terms and Conditions. Provisions of the New York State Uniform Commercial Code, Section 2-328 applies to this auction.

1. Lang's has endeavored to describe correctly the property being sold. All items are sold "as is, where is", with no guarantees. The Auctioneer, Lang's nor any consignor makes any warranties, expressed or implied, 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 as to description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property and no statement made prior to or at the sale, in the bill of sale, invoice or elsewhere shall be deemed such a warranty of representation or an assumption of liability. All sales are final.

2. Dimensions and sizes given are nominal and are for identification purposes only. Lang's reserves the right to make verbal or text corrections and provide additional information any time prior to the moment of sale without notice. Since opinions can differ, particularly in the matter of conditions, Lang's will be the sole judge in all matters pertaining to condition. Descriptions are provided as a guide only and may contain errors. Estimated values for each lot are posted as part of the description. The estimated prices are simply guidelines on fair market price and are only an opinion with no guarantees as to accuracy.

3. The highest bidder acknowledged by the Auctioneer shall be the purchaser. In the event of any dispute, the Auctioneer shall have absolute discretion as to who was the successful bidder or he may re-offer the disputed item if he so wishes. In all matters, the records of the Auction will be deemed conclusive in all respects and will be final.

4. The number of the highest bidder shall be given immediately after the announcement of the Auctioneer's "sold", that bidder will become the buyer and be bound to the seller in a contract for sale under the terms of the auction. No bidder may bid for another without written permission directly from Lang's prior to the auction. All responsibilities in this "Conditions of Sale" will be shared by both buyer and bidder and both will be bound to this agreement. If these conditions are not complied with, all said lots may, at Lang's option, be placed in competition again or resold.

5. Title passes upon the announcement of the Auctioneer's "sold" and the property immediately becomes the responsibility of the purchaser. Payment in full is due within 10 days following the auction, no exceptions. After that time, the buyer will be considered in default. Buyer will pay all expenses involved in any transaction.

6. Interest will be charged on all balances not paid when due at the rate of 2% monthly (24% A.P.R.).

7. Requests for refunds or to have a lot re-sold will be at the sole discretion of Lang's. Lang's is under no obligation to provide a refund or to accept a return.

8. A \$45.00 fee will be charged for any returned check. All wire or bank fund transfer fees will be paid by the buyer.

9. Participation in a Lang's transaction, in any manner including but not limited to absentee, online, phone or live bidding, consignment, appraisal, purchase, shipping items, etc., shows agreement between the parties and constitutes contractual required writing and a real transaction. Any participant recognizes and accepts the existence of this binding contract.

10. Lang's reserves the right to deny participation and therefore block auction or online bidding or deny purchases or consignments without explanation.

11. Personal checks will be accepted only if credit has been established with Lang's or if Lang's has received a bank authorization guaranteeing the personal check. Lang's reserves the right to hold merchandise purchased by personal check until the check has cleared the bank if Lang's deems such action is necessary. Makers of bad checks will be prosecuted.

12. Lang's will not be held responsible for failure to execute Internet, phone or absentee bids, online purchases, or any transaction.

13. Opinions, descriptions or comments given by any Lang's representative are not to be considered in any way a guarantee.

14. It is at Lang's discretion to allow the disruption, removal or viewing of any item from its original consigned state including all framed property unless the consignor's permission has been denied in writing on the original signed contract. Descriptions are written viewing the item as it was originally consigned only and with no further disruption of the property. Whether further inspection prior to its sale is allowed or not, the lot is sold "as is, where is" with no warranties or guarantees. Lang's will not be held liable for damage resulting from the disruption of item(s) from their consigned state at the request of a perspective buyer to further inspect the item(s).

15. Lang's reserves the right to withdraw any property prior to sale without explanation. Title of consigned items may not be transferred by the consignor once an item is in Lang's possession or after a consignment contract has been signed without express written consent from Lang's. For any item withdrawn by the consignor at any time after Lang's receipt, there will be a 20% fee of Lang's Store stated price or of Lang's Auction high estimate to be paid to Lang's by the consignor. Returned items will be at the expense of the consignor.

16. All lots are put up for sale subject to a reserve price imposed by the seller. Any reserve must appear in writing on the final consignment contract and be signed by both consignor and Lang's prior to the sale to be valid otherwise consignment(s) will be sold without reserve absolutely. No reserve may exceed the low presale estimate.

17. Consignors or their agents bidding on their own property is prohibited by law and will not be tolerated. If Lang's is advised of or receives proof of same at any time during or post auction, the consignor will be required to pay in full for all lots purchased, including buyer related fees, and all lots consigned by that consignor, whether owned solely or shared, for that multi-session auction or listing will be subject to an additional 20% fee over and above the contracted consignment fee to be paid to Lang's. The offending consignor will be reported to the necessary authorities for criminal prosecution.

18. If any part of this Conditions of Sale is for any reason proved to be invalid or unenforceable, the rest shall remain valid and enforceable.

19. Buyer's premiums of 18% for those buying directly through Lang's without Internet involvement, with a 3% discount offered to Lang's direct buyers only for cash, money orders or good check payments, resulting in a 15% buyer's premium, 18% for all online purchases, 10% for Lang's Store purchases, to be applied to all property sold, to be paid by buyers as part of the purchase price. This is a commission, based on the hammer or sale price, paid to Lang's by the consignor.

20. SPECIAL SHIPPING NOTICE: It is the responsibility of all buyers and consignors to provide Lang's with correct current contact information and shipping address. Email: Christina@LangsAuction.com , Phone (315) 841-4623 or Fax (315) 841-8934. Special packaging or shipping arrangements will be provided by a professional shipper if Lang's deems it necessary or it is requested by the purchaser. Insurance is mandatory. Shipping to a third party requires a signed release from the owner absolving Lang's from all liabilities, including damage or loss of shipped lots. All lots held after the auction or listing for more than 30 days will incur storage fees of \$10.00 per day per lot to be paid to Lang's. In the event of failure of the owner to pay for purchases, shipping, storage fees, buy back fees, or any other charge or fee owed to Lang's in full within 60 days following the auction, whether in full or partial, the lot(s) will become the property of Lang's.

21. Bidder, buyer, consignor, independent contractor, employee, or any person whatsoever expressly acknowledges and agrees that in no event shall Lang's Auction, Inc., Lang's Store LLC, Lang's or their representatives be liable for compensatory, incidental or consequential damages. Lang's shall be held harmless from any person whatsoever with respect to any and all claims, including but not limited to, liability for loss, damage or injury of any kind.

22. Lang's will not be held responsible or liable by consignor, prospective buyer or any party for selling delays, canceled lots, changes in auction or store conditions, dates, change of venue, delayed or canceled listings, partial or entire canceled auction, no matter the cause or reason. Once consigned, items in Lang's possession will be retained to be sold by Lang's only. In the unlikely event the Internet connection is lost, it will be at Lang's sole and absolute discretion to cancel the remainder of the auction and resume at a later date.

23. In the event of failure to comply with any of Lang's conditions, the damage recoverable from the defaulter or offender shall include, but is not limited to, any loss arising on the re-sale of all lots, any added expenses to Lang's, reasonable attorney fees, all legal action expenses together with the charges and expenses in respect of both sales. Any money received as part or full payment shall be held by Lang's on account of any liability of the defaulter to them. Any balance of said charges and expenses will be due and payable to Lang's by the defaulter.

24. Buy back or any and all fees incurred by the consignor and owed to Lang's shall be paid in full before consigned items are released. Payment must be received within 60 days following the auction or said consignments will become the property of Lang's. Storage fees of \$10.00 per day per lot begin 30 days following the auction or sale. Lang's fees may be deducted from the sale of consignments and consignor property may be held until fees owed to Lang's are paid in full.

25. All consignment photography is the property of Lang's and may not be reproduced in any form without the express written consent of Lang's, Inc. No description, design, artwork or written text, advertising or any section of the website, catalog or listing may be reproduced without the express written consent of Lang's. Lang's reserves the sole right to use any and all photography for any and all purposes indefinitely. Photography may vary and is not a guarantee of condition, color, or any other issue pertaining to consignments. Items may not be as they appear.

26. No changes to absentee bids will be accepted one hour prior to or during the live auction. Bidders may resubmit an absentee bid replacing the original by fax to the advertised location only. Changes or corrections to original bids will not be accepted by phone or email. Bid changes must be submitted at least one hour prior to the start of the live auction on each auction day. Lang's is not responsible for faxes not received or bids not executed. A signed absentee bid sheet is required to change any previous bid and will not be accepted without the original bidder's signature.

27. Any person including participants, independent contractors, employees waive and release any and all claims or demands of any nature whatsoever on their own behalf and on behalf of any insurer which may be subrogated to the rights of said person for injury against Lang's. All agree to hold harmless Lang's from liability for injury or expense arising out of any claim including those related to the acts or omissions of any agent or representative of Lang's.

28. Any and all persons, participants or their agents agree to be governed by the laws of the State of New York and all issues concerning a sale, purchase, or any other matter whatsoever will be construed in accordance with the laws of the State of New York and further agree that all legal actions concerning any issue or transaction with Lang's will be brought in Oneida County, State of New York.

MA or NY State Sales Tax will be paid on all purchases unless a valid Sales Tax ID number and signed form is provided by the buyer to Lang's.