

# 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.

Provisions of the NY 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. Any condition statement is given as a courtesy; it is an opinion and should not be treated as a statement of fact. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections, damage, repair or the effects of aging. Descriptions are provided as a guide only and may contain errors. Photos and estimated values for each lot are posted as part of the description. Estimated prices are 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 may re-offer the disputed item. 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 be 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, after that time, the buyer will be considered in default. Buyer will pay all expenses involved in any transaction.

6. All balances not paid when due will be charged 2% monthly interest (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 or phone bidding, consignment, appraisal, purchase, shipping, 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 and/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 with receipt of a bank authorization guarantee. Lang's reserves the right to hold merchandise until the check has cleared. Makers of bad checks will be denied further bidding privileges and will be prosecuted. Non-payer information will be shared or published at Lang's discretion.

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

13. Opinions, descriptions or comments given by any Lang's representative are not to be considered in any way a guarantee or overrides any facet of this Conditions of Sale.

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 prospective buyer to further inspect the item(s).

15. Lang's reserves the right to withdraw any property prior to sale without explanation. Title or ownership may not be transferred by the consignor once a consigned item is in Lang's possession or after a consignment contract has been signed without express written consent by Lang's. Any item(s) withdrawn by the consignor after receipt by Lang's, will incur a fee totaling 20% of Lang's Store price, appraisal value, or 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 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. All reserves carry a 15% buy back fee to be paid to Lang's by the consignor.

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, illegal bidding 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% deterrent 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. SHIPPING NOTICE: It is the responsibility of all buyers and consignors to provide their correct shipping address and contact info directly to Lang's before payment or return shipping. Special packaging or shipping will be provided by a professional shipper if Lang's deems it necessary. Insurance is mandatory. Third party shipping requires a signed release from the owner absolving Lang's from all liabilities, including damage, theft or loss. International shipping to a country with a USPS insurance maximum below the purchase price of the item requires a signed release from the owner absolving Lang's from all liabilities, including damage, theft or loss, or additional shipping charges to be paid by the purchaser to use a different carrier with full insurance coverage. 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 by the owner. Failure of the owner to pay for purchases, shipping, storage fees, buy back fees, or any charge or fee owed to Lang's in full within 60 days following the auction, the lot(s) will become the property of Lang's. Current posted shipping rates apply to all purchases.

20. A buyer's premium of 21% will be charged for all online auction purchases, 18% for discovery auction purchases, applied to all property sold, to be paid by the buyer as part of the purchase price. This commission, based on the hammer or sale price, is paid to Lang's by the consignor.

21. In the event of non-payment, Lang's reserves the right to charge the defaulter's registration credit card for any amount owed to Lang's.

22. 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, TackleFind, Inc., their officers, representatives or employees be liable for compensatory, incidental, consequential, or any damages whatsoever. 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.

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

24. 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 from the item(s) re-sale, 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 for any liability of the defaulter. Any balance of said charges and expenses will be due and payable to Lang's.

25. Any/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 consignments will become the property of Lang's. Storage fees of \$10.00 per day per lot begin 10 days following the auction or the sale without notice. Lang's fees may be deducted from the sale of consignments and property may be held until all fees owed to Lang's are paid in full.

26. All consignment photography is the property of Lang's and may not be reproduced in any form, no description, design, artwork, text, advertising or any section of the website, catalog or listing may be reproduced without the express written consent of Lang's, Inc. 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, size, or any other feature pertaining to consignments. Items may not be as they appear.

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

28. Any person including participants, independent contractors, employees, etc., 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 Lang's harmless 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.

29. This contract contains the complete, exclusive, and final agreement of the parties, being no understanding, no oral or other written agreement, inducement, promise, representation or warranty than is included in this Conditions of Sale and the printed text from Lang's consignment form, any such matter has been merged into this agreement and does not survive its execution.

30. 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 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.

\* Sales Tax will be paid by NY residents unless a valid resale form is provided