

PHONE BID FORM



14 Business Park Drive, Unit 5
Branford, CT 06405
475.234.5120
www.newhavenauctions.com

Name _____ Date: _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Alternate Phone _____

Dealer Resale Number _____ Issuing State _____

Auction Name _____ Auction Date _____

CC Number _____

Expiration _____ Security Code _____

New Haven Auctions will bid on behalf of the buyer listed above. Each bid is subject to conditions of sale printed on the attached form. In the event that we cannot reach you by phone, you may leave a security bid below which we will signify the maximum bid that we can execute on your behalf. Bids placed by you are the hammer bid. A buyer's premium of 25% plus sales tax, if applicable, will be added to the hammer price. In addition, a 3.6% credit card processing fee will be added to the total selling price. In order to secure a phone line, you must agree to a minimum opening bid of \$500 per lot.

LOT #		DESCRIPTION		PHONE BID

Email completed forms to
info@newhavenauctions.com

Mail completed forms to
14 Business Park Drive, Unit 5
Branford, CT 0640

Or call for information 475.234.5120

I hereby submit the above bids for the auction outlined above. I understand that by issuing my signature on this bid form, if I am the high bidder of the sale, I have entered into a legally binding contact between myself, including the company I represent, and New Haven Auctions. My signature acknowledges that I have read, fully understanding and agree to comply with the conditions of the sale as outlined in the terms and conditions attached. If payment is not received within 5 days of the auction close, the above credit card will be charged for the full amount due.

Signature _____ Date _____

Please complete the above form and return it to New Haven Auctions, at least 48 hours prior to the Auction Start Time.

TERMS & CONDITIONS

The following Terms and Conditions of Sale represent an agreement between New Haven Auctions, representing its consignors, and the bidder with regard to any items being sold. Bidding on an item indicates your understanding and acceptance of the following Terms and Conditions.

1) New Haven Auctions runs live and online auctions, at times concurrently. All purchases represent a contract of sale between the winning bidder and the consignor. Unless New Haven Auctions is selling an item as principal, we act as an agent only for the consignor. The auctioneer may bid on behalf of New Haven Auctions or on behalf of the consignor. Arrangements can be made to bid on your behalf as an absentee bid or to execute phone bids. Phone bids are offered on a first-come, first-served basis and must be arranged in advance of the sale days. All absentee and telephone bidders are required to sign, agreeing to our terms and provide credit card information. New Haven Auctions makes every effort to execute all bids. New Haven Auctions cannot be held responsible for missed bids or failure to execute your bid. New Haven Auctions cannot be held responsible for internet issues or outages as it may affect an auction. At New Haven Auction's discretion, we reserve the right to not accept a bid or to withdraw an item for any reason. The buyer will be the highest bidder as acknowledged by the auctioneer, who has sole discretion. Any dispute over the auction process is decided solely by New Haven Auctions and will be deemed final and binding. It is the sole responsibility of the bidder, particularly with regard to online bidding, to pay careful attention to the process. New Haven Auctions will not refund or rescind a sale in which the winning bidder claims to have won a bid mistakenly or unintentionally.

2) There are no warranties of any kind, including but not limited to representations of age, origin, condition, restoration, dimensions, authenticity, provenance or authorship. Any condition reports that are part of an item's description are the opinion only of New Haven Auctions and do not represent facts or guarantees that may substitute for research and inspection of items by the bidder. We make every effort to describe items being auctioned accurately, however, written and oral descriptions should in no way be considered a guarantee or accurate. Any estimates listed with auction items are solely based upon an approximation of the range within which an item may be sold, as determined by New Haven Auctions, and in no way represents the value or selling price of those items. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items, or that you have chosen not to examine them. We encourage in-person inspection as well as questions or requests for additional information or images. New Haven Auctions will not be held responsible for any errors or omissions pertaining to items listed in the catalog. It is the sole responsibility of the bidder to inspect an item prior to bidding to determine size, condition, authenticity and whether there has been restoration or repair. All items are sold as-is, where-is. We do not accept returns and do not give refunds. All sales are final.

3) Any dispute of the authenticity of an item, subsequent to sale, must be made within 15 days of the auction sale date. Written testimony in dispute of authenticity must be presented at that time from at least one recognized expert of the particular artist or object, or two recognized experts in the field or genre of that artist or object. Before there is any rescinding of the disputed item, it must be returned in the original condition that it was sold in. The agreement to rescind the sale is at the sole discretion of New Haven Auctions. If agreement is made, New Haven Auctions will refund the buyer an amount up to the purchase price plus sales tax, if appropriate. New Haven Auctions is not liable for any shipping costs associated with the return of the said item.

4) The hammer price, as executed by the auctioneer, is the final sale price. A buyer's premium of 25% is added to all hammer prices. Sales tax, if applicable, is added to the hammer price and, along with the buyer's premium, constitutes the total final purchase price.

5) All sales are subject to Connecticut sales tax unless the buyer holds a valid Connecticut or other state's resale certificate and submits a copy as well as a signed State of Connecticut Sales & Use Resale Form. We do not collect sales tax on items shipped to other states unless a particular state's sales tax nexus has been met. Sales to out-of-state buyers without a resale certificate, that are picked up by the buyer's representative, will be charged Connecticut sales tax unless the representative is a licensed commercial shipper and provides a Bill of Lading at the time of pick up.

6) Payment for purchases must be received within 5 days of the auction. We accept payment in cash, check, wire transfer and most credit cards. Payments made using credit cards carry an additional fee of 3.6% of the purchase price, which includes the buyer's premium and sales tax if applicable. Please call the gallery 475-234-5120 to pay by credit card. We do not accept credit card payment for JEWELRY, CARPETS, COINS, SILVER, unless paying through the Live Auctioneers payment portal. If items are paid by a buyer unknown to us, shipping could be delayed. If paying by credit card, we do not ship to an address that is not associated with the credit card being used. Wire transfers carry an additional \$35 fee. International bidders must pay by wire transfer. Invoices over \$5000 must be paid by cash, check or wire transfer.

Checks should be made out to New Haven Auctions and mailed to:
New Haven Auctions, 14 Business Park Drive - Unit 5, Branford, Ct 06405.

7) Arrangement and costs of shipping are the responsibility of the buyer. Our approved shipper is The Village Express, Branford, CT 203-481-7426 or (vexpress@comcast.net) Attn: Kristen. They will contact you after payment is made to arrange your shipping. Shipping is arranged only after items are paid for in full and payment clears. If payment is made by check, items will be held 7 days before shipment. New Haven Auctions does not ship. All shipping is outsourced. We recommend that potential buyers contact Village Express to receive a shipping estimate prior to bidding. The possible high cost of shipping does not absolve a buyer from following through with a purchase.

If you would like to secure an alternate quote, please contact The UPS Store # 5105 at (203) 772-4445 or (store5105@theupsstore.com) Attn: Manjit.

Items can be picked up in person at 14 Business Park Drive - Unit 5, Branford, CT - BY APPOINTMENT ONLY. Please contact the gallery 24 hours in advance to make an appointment. Pick up can be scheduled for Monday through Friday between 9am - 3pm. **We cannot accommodate any pickup without an appointment.**

8) Bidding on an item indicates your understanding and acceptance of the Terms and Conditions. Non-paying bidders or bidders that do not abide by these terms will not be allowed to bid at future auctions and may jeopardize their ability to participate in Live Auctioneers, Invaluable or Bidsquare auction sites. Purchased items that have been paid for but not picked up from our auction facility within 14 days of the auction will be stored at a rate of \$5 per day per lot. Items not picked up within 60 days of the auction date will become the property of New Haven Auctions.