

Middlesex Boxer Club Auction Terms & Conditions

1. **TERMS & CONDITIONS OF SALE.** The following conditions of sale make up the entire terms and conditions on which items listed by Middlesex Boxer Club, on the internet website and addendum sheets will be offered for sale by Middlesex Boxer Club. All bidders who participate by bidding in this auction agree to the terms and conditions of sale and agree to be bound by the same. Any notices, posted or oral, during the sale, are also part of our terms and conditions of sale agreement. Acceptance of a bidder card or a bidder number constitutes acceptance of the following terms and conditions of sale. The purchaser's rights and Middlesex Boxer Club respective rights and obligations hereunder are governed by Commonwealth of Massachusetts law.

By bidding at the Middlesex Boxer Club auction, whether in person or by agent the purchaser or bidder agrees that the contract created by these terms and conditions of sale is made and performed in the Barnstable County, Massachusetts and further agrees that should any dispute arise from this contract the jurisdiction for contractual disputes is Barnstable County, Massachusetts . **THE AUCTIONEER IS NOT RESPONSIBLE FOR ANY ERRORS OF THE PURCHASER INCLUDING BUT NOT LIMITED TO THE PURCHASER BIDDING ON THE WRONG LOT.**

2. **BUYER'S FEE:** All bid prices "hammer prices" ("hammer prices" means the price at which a lot is knocked down to the purchaser)

3. **METHOD OF PAYMENT.** ONLY Cash or Check will be accepted. Checks must be made out to Middlesex Boxer Club. All payments for items must be done immediately following the auction, prior to any items being taken. (Any returned checks will be charged a \$25.00 processing fee)

4. **TERMS OF PAYMENT.** At the announcement of "SOLD", the highest bidder will have purchased the offered lot. All sales are final at the fall of the Auctioneer's hammer or at the announcement of "SOLD". The purchase is subject to all the terms and conditions set forth herein. The purchaser assumes full responsibility thereof and if requested will sign a confirmation of the purchase. Online bidding the item/items are sold to the highest bidder when the item closes. The purchaser further agrees to pay the Total Amount Due. The total amount due will be charged to the credit card that is used during registration.

5. **WITHDRAWAL.** Middlesex Boxer Club reserves the right to withdraw any property from the auction prior to sale.

6. **PROTESTS, DISPUTES AND THE AUCTIONEER.** Middlesex Boxer Club reserves the right to reject a bid from any bidder. The highest bidder, acknowledged by the Auctioneer, will be the purchaser. The Auctioneer shall have sole and final discretion as to the disposition of any dispute including the re-offer and resale of any article in dispute. Pete's Auction Service records will be deemed conclusive in all respect in the event there is any dispute after the sale. Any legal disputes must be filed in the Barnstable County court jurisdiction. Should Middlesex Boxer Club prevail in any such court proceeding, the claimant is liable for all attorney and court fees incurred by Middlesex Boxer Club.

7. **FAILURE TO DELIVER PURCHASER'S PROPERTY.** If Middlesex Boxer Club is prevented by fire, theft, or any other reason from delivering any property to the purchaser, Middlesex Boxer Club liability shall be limited to the sum actually paid therefore by the purchaser and shall in no event include any incidental or consequential damages.

8. **GUARANTEE.** All property offered for sale is as, is where as. ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS AND NO EXCHANGES. Middlesex Boxer Club does not guarantee or make warranties on any lot sold. Descriptions are an opinion. They are written as an aid to potential bidders. Middlesex Boxer Club acknowledges that there may be errors in what is written. Middlesex Boxer Club strongly recommends that you personally view any item you bid on or have an acknowledge expert view the item. Middlesex Boxer Club will have no obligation, i.e., no refunds or returns will be accepted, if the above conditions are not met. Items offered for sale as described in the catalog or any bill of sale, advertisement, addendum sheet or elsewhere as to authorship, period, culture, source, origin, measurement, quality, rarity, provenance, importance, exhibition or physical conditions are qualified statements of opinion and not representations or warranties.

9. **BINDING EFFECT, MODIFICATIONS AND SEVERABILITY.** The terms and conditions of sale shall bind the successors and assigns of all bidders and purchasers and inure to the benefit of Middlesex Boxer Club successors and assigns. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind Middlesex Boxer Club unless specifically stated in writing and signed by Middlesex Boxer Club. If any part of these terms and conditions of sale is for any reason invalid or unenforceable, the invalid portion shall be stricken and the rest of the terms and conditions of sale shall remain valid and enforceable.

12. **DISPUTES UNDER THIS CONTRACT.** Purchaser and Middlesex Boxer Club agree to mediate any dispute or claim arising between them resulting from the purchaser participating in the auction or any resulting transaction, with the exception of the failure of the purchaser to make full payment of the purchaser's obligations to Middlesex Boxer Club. In the event the purchaser fails to make full payment to Middlesex Boxer Club may, but is not required to, proceed directly to court. Furthermore, the purchaser and Middlesex Boxer Club agree that should mediation be necessary, mediation fees, if any, will be borne equally by the parties. Purchaser and Middlesex Boxer Club are required under the terms and conditions of sale to enter into mediation before arbitration or any court action. Should a party commence legal action other than mediation without giving written notice to the other party, the party so commencing the legal action will not be entitled to recover attorney's fees even if they would otherwise be allowed in the action. All mediation, arbitration and court proceedings, whether in state or federal court, shall be filed and conducted solely within Barnstable County, Commonwealth of Massachusetts and not in any other jurisdiction. Should mediation not settle the dispute between the parties, the purchaser and Middlesex Boxer Club agree that any dispute or claim, in law or equity, resulting from the participation in the auction or any resulting transaction shall be settled in neutral binding arbitration utilizing the standards of American Arbitration Association and must be initiated and carried out in Barnstable County, Commonwealth of Massachusetts. Any bidder or purchaser agrees that the election of restricting any and all claims to Arbitration is a voluntary decision and is evidenced by the bidder or purchaser's participation in the auction. The purchaser specifically agrees to the following: I have read the terms and conditions of sale and by my participation in this sale I agree all disputes arising out of my participation will be first submitted to Mediation and if Mediation is not successful in resolving the dispute, I then submit to neutral binding Arbitration with Middlesex Boxer Club and any other entity under this contract. No lawsuit shall be filed until a person has in good faith completed all Mediation and Arbitration proceedings as required hereunder.

13. **LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALL PROPERTY IS SOLD "AS IS". MIDDLESEX BOXER CLUB MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, FITNESS OR CONDITION OF THE PROPERTY OR AS TO THE CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR PERIOD OF THE PROPERTY OR AS TO WHETHER THE PURCHASER ACQUIRES ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD OR AS TO WHETHER A WORK OF ART IS SUBJECT TO THE ARTIST'S MORAL RIGHTS OR OTHER RESIDUAL RIGHTS OF THE ARTIST. THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL PETE'S AUCTION SERVICE AUCTION COMPANY BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**