

Ross's Online Auctions

Conditions of Business for Buyers

- 1.** John Ross & Co (Ross's) act in every respect only as agents for the seller of each lot.
- 2.** All bids shall be treated as offers made upon the conditions of sale.
- 3.** The highest approved bidder shall be the Purchaser. Any dispute whatever in respect of the sale and delivery of the goods shall be determined by the auctioneers.
- 4a.** The bidding shall be regulated by the auctioneers and no bidding shall be retracted.
- 4b.** The auctioneers have the right to refuse any bid at their absolute discretion.
- 5.** In the case of lots upon which there is a reserve, the auctioneers shall have the right to bid on behalf of the vendor, or to withdraw the goods from sale.
- 6a.** The purchase price payable by the purchaser shall be the aggregate of the online auction price and a premium of 18.5% of the final bid together with Value Added Tax on the premium at the prevailing rate.
- 6b.** Artists Resale Right. Purchase of lots marked with the symbol * only will be subject to payment of a levy. Royalties on this category will be calculated at 4% of the selling price.
- 7a.** All statements online or advertisements are statements of opinion and are not to be relied upon as statements of fact. Descriptions or illustrations online or advertisements are solely for guidance and are not to be relied upon for accuracy. Intending purchasers must satisfy themselves by inspection or otherwise as to the condition or authenticity of any lot. Furthermore, intending purchasers must satisfy themselves as to whether or not any lot has been repaired or restored. The auctioneers shall produce a condition report upon request.
- 7b.** The auctioneers are not responsible for the correctness of any statement as to origin, date, age, attribution, genuineness or provenance of any lot.
- 7c.** The auctioneers are not responsible for any defects in any lot.
- 7d.** Neither the seller nor Ross's nor any person in the employment of the auctioneers has the authority to give any warranty regarding any lot.
- 8a.** All lots to be paid for and removed from the premises at the buyers expense. The auctioneers reserve the right to refuse cheques.
- 8b.** No removal of any lot or lots will be allowed on weekends under any circumstances or until paid for. All goods must be removed between the hours of 9.00 am and 5.00 pm.
- 8c.** No goods will be delivered without an order from the auctioneers, and no order will be given until the whole account of the purchaser has been paid.
- 9.** On failure of a purchaser to pay for or remove any lot in compliance with the above conditions, the auctioneers at their absolute discretion and without prejudice may resort to the following rights:
 - 9i.** Without notice to the purchaser to resell the lot either by public auction or private sale. Any loss attending such resale to either the auctioneers or the seller to be made good by the defaulting purchaser. Any gain to be credited to the seller.
 - 9ii.** To store the lot at the sole expense of the purchaser and to release the lot only on full payment of the purchase money along with the premium and Value Added Tax thereon and the cost of storage and any other cost incurred.
 - 9iii.** To charge at 8% above the prevailing Bank of England base rate on the entire amount outstanding, the interest accruing from the date payment is due.
- 10.** Any lot shall be entirely at the risk of the purchaser from the close of the online auction.
- 11.** The auctioneers to be the sole judges in any dispute that may arise.

JOHN ROSS & COMPANY AUCTIONEERS & VALUERS

Member of The Society of Fine Art Auctioneers and Valuers
Member of The Irish Auctioneers & Valuers Insitutute

John Ross & Co. January 2015