

# CONDITIONS OF SALE

1. The highest bidder for each lot shall be the buyer thereof. In the event of any dispute the auctioneer shall have absolute discretion to determine the dispute and the disputed lot may well be re-offered for sale.
2. The auctioneer will have absolute discretion to divide any lot, to combine any two or more lots, or to withdraw any lots from the sale without giving any reason. The bidding shall be regulated at the absolute discretion of the auctioneer. The auctioneer has the right to refuse any bid or bids.
3. All lots are offered for sale subject to any reserve price that may be imposed by the seller.
4. All lots are subject to a "BUYERS PREMIUM" of 17.25% inclusive of V.A.T., payable by all buyers.
5. Bidding commissions for anyone unable to attend the auction in person will be carried out by A. H. Baldwin & Sons Ltd without any additional charge. Bids must be in writing and be received at least 24 hours before the sale. "Buy" commissions will not be accepted. A. H. Baldwin & Sons Ltd shall not be liable for errors or omissions in executing any bidding commissions. We cannot guarantee to execute written bids received less than 24 hours before the commencement of the sale. If two absentee bidders bid identical sums for the same lot, the first bid received shall take precedence.
6. The buyer of any lot shall, if requested, immediately notify his name and address to the auctioneer and if required,
  - (a) provide bank/ or other credit references;
  - (b) pay the full purchase price, or a fractional deposit as may be determined at the discretion of the auctioneer.
7.
  - (a) Lots are sold as shown with all faults, imperfections and errors of description and lack of authenticity. Neither A. H. Baldwin & Sons Ltd nor the vendor shall give any warranty to any buyer in respect of any lot or be liable for any fault or error of description or lack of genuineness or authenticity of any lot. All statements as to items sold, whether made in catalogues, during the course of the auction or otherwise, are statements of opinion only and are not and shall not be taken to be statements or representations of fact. A. H. Baldwin & Sons Ltd reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

(b) Notwithstanding the foregoing, if any lot, other than a miscellaneous item not individually described in the catalogue, should be proved by the buyer to be not genuine or authentic, or to have been wrongly described in any material respect, the buyer may reject the same provided that he shall have given notice of his intention so to do and shall have returned the same to A. H. Baldwin & Sons Ltd within seven days from, and in the same condition as at, the date of sale. The onus of proving a lot to be not genuine or authentic or to have been so wrongly described shall lie with the buyer. Proof of the inability of any recognised expert or authority to express a definite opinion shall not discharge such onus. If the buyer shall discharge such onus, the auctioneers shall rescind the sale and repay to the buyer the price paid by him. Save as provided herein, A. H. Baldwin & Sons Ltd shall not under any circumstances whatsoever be liable for any costs, expenses or damages (whether direct, indirect, special or consequential) incurred by the buyer in respect of any lot, whether or not as a result of any fault, imperfection, error or description or lack of genuineness or authenticity, including but not limited to loss of any kind of profit whatsoever.
8. All lots are reserved at 80% of the lower estimate, with auctioneer's discretion.
9. Save as provided in the preceding paragraph of these conditions buyers must satisfy themselves as to the accuracy of their purchases at the time of delivery. A. H. Baldwin & Sons Ltd cannot be held responsible for any discrepancy which might be discovered after the lots have been removed from either the auction room or the auctioneers' premises.
10. A. H. Baldwin & Sons Ltd act solely as agents and shall not be responsible for any default by either the buyer or seller or for any action or claim which may arise in respect of any lot.
11. Each lot shall be held at the buyer's risk from the fall of the hammer. The lot or lots shall be removed by the buyer within seven working days after the date of the sale. A. H. Baldwin & Sons Ltd reserve the right to charge storage and to resell by auction or privately, without notice to the buyer, any lots not so removed.
12. Any part of the purchase price left outstanding after the auction pursuant to Condition 5 shall be paid in full within thirty days of the date of the auction. Without prejudice to any other rights, A. H. Baldwin & Sons Ltd reserve the right to charge interest on any overdue payment at the rate of three per cent per month. Seven working days' notice must be allowed for clearance of personal cheques before delivery can be made unless prior arrangements have been made with A. H. Baldwin & Sons Ltd. A 2% surcharge will be applied to credit card payments.
13. Buyers accepting commissions from third parties do so at their own risk and will remain responsible to A. H. Baldwin & Sons Ltd for full settlement according to these conditions.
14. Baldwin's are not responsible for any inaccuracies in information and results given verbally during or after the auction nor any errors in reports subsequently produced.
15. By making a bid the buyer acknowledges his acceptance of these Conditions and shall be bound by them.
16. If any buyer fails to comply with any of these Conditions, the lot or lots in respect of which the failure is made may at the discretion of A. H. Baldwin & Sons Ltd be put up again and resold. The damages recoverable from the defaulting buyer shall include, but not be limited to, the auctioneers' expenses and commission in respect of the resale and the amount (if any) by which the price obtained on the resale is exceeded by that obtained on the first sale.
17. A variation of these Conditions shall only be binding on A. H. Baldwin & Sons Ltd and the vendor if it is made in writing and signed by a duly authorised representative of A. H. Baldwin & Sons Ltd.
18. These Conditions shall take effect and be construed in accordance with the provisions of English law.

## PLEASE NOTE

All bulk lots are sold 'as is' and are not subject to return.

## Methods of Payment

- Sterling transfer to **A. H. Baldwin & Sons Ltd**,  
National Westminster Bank  
P O Box 113, 2a Charing Cross Road  
London, WC2H 0PD  

Account number	24525146
Sort Code	60 40 05
IBAN	GB80NWBK60400524525146
Swift Code	NWBKGB2L

Please include your name and invoice number when sending instructions to the bank and inform **A. H. Baldwin & Sons Ltd** of your payment in order to speed-up the delivery of your purchases.

- Sterling cash, bank drafts and personal cheques made payable to **A. H. Baldwin & Sons Ltd** are also accepted.
- Card payments are subject to a 2% surcharge - including Mastercard, Visa, American Express and all non-UK cards. There is no charge for UK Debit cards.

- US\$ payments can also be accepted in the form of cash and cheques made payable to **A. H. Baldwin & Sons Ltd**, please ask for the auction exchange rate.
- EURO payments are accepted in the form of cash only. Please ask for the auction exchange rate. For bank transfers and cheque payments a charge of at least £10 must be added to the amount paid.