

# Lab Listings®

## Rules and Conditions of Sale

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1. By placing a bid, the bidder, his agents, or assigns, agrees to be bound by these rules and the laws of the State of California.
2. All bidders are required to file a Registration Form prior to acceptance of any bids. Bidders are deemed to be acting as principals unless S/R Laboratories, Inc. (hereinafter "S/R") acknowledges in writing prior to the auction that the bidder is acting as an agent for another party. Unless such acknowledgment is made, all bidders guarantee payment of full purchase price for all successful bids.
3. This catalog is available for \$25.00, post paid, in the U.S., payable in advance. California residents add 9.5% sales tax (\$2.38). S/R is not responsible for catalogs that do not arrive or arrive late. We suggest bidders purchase catalogs early, using a credit card, to assure timely delivery. Federal Express two-day delivery is \$15.00 additional. Federal Express overnight is \$25 additional. Catalogs to other countries are \$60.00, including Federal Express.
4. Purchase of a catalog does not automatically guarantee the purchaser the right to bid in the auction.
5. ADVANCE MAIL AND FAX BIDS must be received no later than 5:00 P.M., Friday, October 19, 2018, and must be submitted on the official Lab Listings Bid Sheet or a facsimile. Top bids must be specified and will be held in confidence and used to bid up to and including the top bid, but not beyond the amount necessary to secure the item. Advance bids of like amount will be decided in favor of date of earliest receipt. S/R is not responsible for damaged or skewed fax imaging or for the late arrival of or failure to execute advance bids.
6. OPEN BIDDING: Initial bids on a lot must be received by phone Monday, October 22, 2018, between 10:00 A.M. and 6:00 P.M., or have been received in advance, as noted in #5, above.
7. CLOSED BIDDING: Bidders may bid only on lots on which they have already placed a bid, as described in #5 and #6, above. All lots will be sold Tuesday, October 23, 2018. Bidding opens at 10:00 A.M. and continues until a top bid is reached. It does not close at 6:00 P.M. Bidding may close for a lot when phones have been available and no new bid has been received for a reasonable amount of time, or at the sole discretion of the auctioneer.
8. No bids will be accepted by email.
9. All times are Pacific Daylight Time.
10. Bidding is the responsibility of the bidder. S/R will not automatically phone to inquire if bidders wish to raise their bids.
11. For amounts up to \$5,000, bids increase in increments of ten percent, rounded to the next \$10. For amounts over \$5,000, bids increase in increments of \$500, rounded to the next \$100.
12. S/R is not responsible for errors or failure in the execution of bids.
13. S/R accepts the consignment of art for bid sale solely as agent for the seller, and does not purchase or invest in art to resell. All lots are offered by individual owners and are subject to a reserve, which is the confidential minimum below which the art will not be sold.
14. Owners may not bid on their own art. The auctioneer may enter bids on behalf of items up to and including the reserve.
15. Anomalies in the condition of the art are described as accurately as possible at the time of inclusion in the catalog or are visible in the catalog image. Changes due to normal aging of the artwork are not described. S/R is not responsible for errors or omissions in catalog descriptions.
16. Some cels may be shown in the catalog and on the WebCenter <sup>SM</sup> with a color background for purposes of display. Art is cropped in some catalog illustrations to show the image as large as possible. Dimensions are given in the catalog descriptions and should be referred to.
17. Prospective buyers should inspect lots personally or otherwise satisfy themselves as to the nature and condition of the lots prior to bidding. The absence of indication of condition does not imply the lot is in good condition nor is it a representation that the lot is free from repair. S/R is not
18. All items offered for sale are sold "as is/where is" and neither S/R, the seller's agent, nor the seller makes any express or implied warranty or representation of any kind or nature with respect to the items. In no event shall S/R or the seller be responsible for the correctness of, or be deemed to have made, any representation or warranty of merchantability, fitness for purpose, description, genuineness, attribution, provenance, or condition concerning the items, and no statement set forth in this catalog or made during the sale or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or an assumption of liability.
19. All sales are final. No lot may be returned for any reason.
20. Price ranges are offered as a guide only and do not represent actual or appraisal values or predict final selling prices.
21. S/R is the sole and final arbiter in all matters or disputes regarding procedure, bidding or artwork. S/R reserves the right to refuse to accept any bid, withdraw any lot from the sale, reopen a sale, or cancel a sale at its sole discretion. Should there be any dispute after the sale, S/R's record of final sale shall be conclusive. Any such dispute must be submitted in writing within 30 days of the sale.
22. S/R is not responsible for loss due to acts of God, natural disasters, or mechanical or electronic errors or failures of any kind.
23. All sales are final to the highest bidder at the close of bidding for that lot. Ownership, full risk, and responsibility for each lot passes to the buyer upon declaration by S/R that the lot is closed and sold. S/R is not responsible for lots left for conservation, framing, or during storage.
24. Successful bidders will be notified by invoice following the sale and are responsible for the full purchase price of each lot for which their bids were successful. The full purchase price includes the amount of the final bids, buyer's premiums, shipping, and sales tax, if applicable. Invoices are payable in full within ten working days of the date of the invoice. Payment should not be made until receipt of invoice or verification of final amount.
25. S/R will accept a deposit of 50%, payable within ten working days of date of invoice, with full balance due within 40 days of date of invoice. A service charge of 1.5% per month will be added to the unpaid balance.
26. Every bidder is required to supply a valid credit card number and signature on the official registration sheet prior to bidding. It is understood that if at least 50% payment of the amount of invoice is not received within ten working days of date of invoice, S/R is authorized to charge the full amount of invoice to the buyer's credit card on file.
27. Payment may be made by check, money order, and major credit and debit cards, and should be payable to S/R LABORATORIES. In the case of personal or business checks, art will not ship until checks clear, and may be held up to 30 days. Payment in U.S. dollars only. No C.O.D. orders. California residents add 9% tax.
28. A buyer's premium of 19% will be added to the final bid price. A discount of 4% will be applied to the buyer's premium for purchases made by check or money order.
29. In the event the buyer fails to comply with the foregoing payment terms, S/R, at its sole and absolute discretion, may seek to collect payment and damages by all legal means and/or cancel the sale. In the event such action is necessary, S/R may retain as liquidated damages any and all payment made by the buyer or amounts owed by S/R to the buyer to the extent of the full purchase price.
30. All art is shipped Federal Express. A minimum of \$45.00 for shipping and packing will be added to the final invoice. S/R is not responsible for artwork once it has been picked up by the carrier, nor for artwork left at an address for which a signature release has been filed with Federal Express, nor any other delivery or carrier failure.
31. Copyright remains the property of the copyright owner and does not transfer to the purchaser.
32. S/R reserves the right to refuse participation to anyone at our sole