

435-H State Highway 34 Matawan, NJ 07747

Phone: 732-290-8000

# **About Bidding with Lelands**

IMPORTANT: Please Carefully Read Bidding Terms and Conditions Prior to Bidding (pages 3-5).

# **Normal Bidding and Extended Bidding**

Normal Bidding ends on the closing date at 10 PM EST. Extended Bidding follows in 30-minute increments following the end of Normal Bidding. If you wish to bid during Extended Bidding, your initial bid on that lot must be recorded before Normal Bidding ends. Bidders who do not bid on an item during Normal Bidding are not eligible to bid during Extended Bidding. During Extended Bidding, each lot will close on a lot-by-lot basis (refer to the 30-minute extension rule below). All lots will close independently.

# 30-Minute Extension Rule (for Extended Bidding)

On a lot-by-lot basis, starting immediately after 10 PM EST, any person who has bid on a lot during Normal Bidding may continue to bid until there are no more bids for 30 minutes.

## **Online Registration**

If you have registered for past auctions, you DO NOT need to re-register. New bidders may register online at lelands.com. You must register by 10 PM EST on the Wednesday prior to the closing date of the auction. You will receive an email confirmation shortly thereafter and your account will be activated. Please call us at (732) 290.8000 if you need registration assistance or have misplaced your sign-in registration.

# **Previews Available**

If you would like to preview a lot, please contact us to schedule an appointment. We are unable to schedule appointments later than two (2) days prior to the auction closing date.

#### **Contact Us for Bid Assistance and Questions**

We welcome your questions about bidding, descriptions and conditions, or anything relating to the bidding process. Contact us by phone (732-290-8000) or email (contact@lelands.com).



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# All About Bidding with Lelands (continued) PLEASE READ FULL TERMS AND CONDITIONS BEFORE BIDDING

# **Buyer's Premium**

OUR BUYER'S PREMIUM IS 20%. This means 20% will be added to all winning bids. For example, the winner of a lot selling for a high bid of \$1000 will be billed \$1200 plus shipping/handling charges, and sales tax if applicable.

### **Invoices and Payment**

Invoices will be sent to all winning bidders within one (1) business day after the auction by email. Hard copy invoices will be sent to winning bidders who do not have an email on file or by request. Invoices are payable upon receipt. Payments may be made by cash, check, wire transfer, ACH, ZELLE or money order. NO CREDIT CARDS are accepted.

# **Online Bidding Instructions**

- 1. Go to our home page at https://lelands.com.
- 2. Click Login. Sign in with your username and password.
- 3. You will be brought to our navigation page. From there you can find a specific lot by going to the "search by lot" field and entering the lot number of the item that you are interested in bidding on. You may also search for a specific category of items.
- 4. When you get the item's bidding screen, the current bid on the item and the bid needed to become the item's top bidder will appear. All you need to do is select a bid from the dropdown menu under "Enter your maximum bid:" and click on the "Bid Now!" button.
- 5. After you enter your bid, you will be brought to a confirmation page. Click "OK".
- 6. If you would like to bid on more items, you can enter an item in the "search by lot number" box. And just follow steps 4 and 5 once again.

See Lelands Bidding Terms and Conditions on the next three (3) pages.



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# **BIDDING TERMS & CONDITIONS**

# **Please Read Carefully Before Bidding**

#### REGISTRATION

New bidders can register online at **lelands.com**. Previous bidders already have a valid user ID. New bidders must register no later than three (3) working days prior to the auction closing date and time. Please note that Lelands employees and affiliates may be bidding in this or any auction.

#### **AUCTION CLOSING**

The auction will close to initial bidders at 10 PM ET on the day of closing. This means that if you have not bid on a lot before 10 PM ET, you may not bid on it after 10 PM ET. There are two phases of bidding during this auction: 1) Normal bidding: Bids are taken up until 10 PM ET the night the auction closes. 2) 30-Minute Ending: On a lot-by-lot basis, starting at 10:00 PM ET, any person who has bid on the lot previously may continue to bid on that lot until there are no more bids for 30 minutes. For example, if you bid on a lot during Normal Bidding, you could participate during Extended Bidding for that lot, but not on lots you did not bid on previously. If a bid was placed at 10:15, the new end time for that lot would be 10:45. If no other bids were placed before 10:45, the lot would close. If you are the high bidder on a lot, changing your bid will not extend the bidding during the 30 Minute Ending phase (only a bid from another bidder will extend bidding). If you are the only bidder at 10 PM, you will automatically win the lot at 10:30. Lelands reserves the right, in its sole discretion, to shorten or extend these closing times, as it deems appropriate.

#### **CONFIDENTIAL AUTO-BIDS**

The placing of "Up To" or "Limit" bids is an option for bidders is called an "AutoBid". These bids are generally set to the most that a bidder is willing to spend for a lot. When placing such a bid you are instructing Lelands to competitively bid on your behalf up to, but not exceeding, a given limit. The bidding system will automatically execute "Up To" bids instantly after a competing bid has been placed, and the system will do so as needed against a competing bid until the AutoBid limit is exceeded. AutoBids will be made in the increments indicated on the Bidding Increment table below (see "Bidding Increments"). For example, if you have AutoBid of \$1,000 and the current high bid is \$950, you will be bid to \$1,045. AutoBids may be placed by telephone or internet. An AutoBid by telephone must be placed with a customer service operator, who will know the AutoBid amount but will maintain confidentiality. Internet bidders placing AutoBid are protected by the "Honest Auto Bid<sup>TM</sup>" bidding system feature, which provides bidders with a 100% certainty that no Lelands principal or employees will know the limit of the bidder's bid or even that an AutoBid has been placed on a given lot.

#### **BIDDING INCREMENTS**

Bids can be no lower than the "reserve" or minimum price listed in the copy. The current high bid must be raised in increments of at least \$25 for lots under \$250, 10% for items at \$250 to \$9999, and 5% for items at \$10,000 and above. Lelands Auctions reserves the right to accept or reject any or all bids, and/or to pull items from the auction in its sole discretion. Placing a bid constitutes acceptance of the terms and conditions of sale as outlined here. Lelands' record of final sales shall be conclusive.

#### **BIDS ARE IRREVOCABLE**

By placing a bid, you are agreeing to a legally binding contract to purchase the items if you are the winning bidder. It is the bidder's responsibility to read all descriptions and view all images. Lelands will not accept returns if the condition of the item is pictured but not found in the description, or vice versa, of the published catalog. Retractions of bids are strictly prohibited, whether the bid request was placed online or by telephone. Bid requests are subject to acceptance based on these Bidding Terms and Conditions and are honored or rejected at Lelands sole discretion. Please ensure that you have carefully read these Bidding Terms and Conditions before placing any bid(s).

#### WINNING BIDS

A 20% buyer's premium will be added to each piece on your invoice. You are also responsible for all shipping and handling costs, which include shipping, packing, labor, & materials. We charge 1% of the total amount of the invoice for shipping insurance. All items will be shipped with signature required through UPS Ground unless other prior arrangements are made. There is no charge for pickups. ALL SALES ARE FINAL. NO RETURNS. Note: For items that cannot be shipped by UPS (i.e., too large) clients are responsible for making their own arrangements to have their pieces shipped from Lelands' offices.



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# **Bidding Terms and Conditions (continued)**

#### **SALES TAX ON WINNING BIDS**

We will collect and remit sales tax on items shipped to the following states: Arizona, California, Florida, Georgia, Illinois, Indiana, Massachusetts, Maryland, Michigan, North Carolina, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Texas, and Washington. Any customer picking up items in New Jersey will be charged New Jersey sales tax. Sales Tax Exemption: To qualify, a properly completed and signed resale certificate must be submitted and approved prior to purchase. International: Lelands is not responsible for customs, duties, brokerage, and/or similar charges on items shipped outside the United States.

We reserve the right to modify our sales tax policies at any time to comply with changes in applicable tax laws.

#### **AUTHENTICITY**

Lelands stands by the authenticity of everything it sells for a period of two years from the date of the auction. It is up to the client to verify authenticity within that period of time. However, Lelands and its agents will be the final determinant of the authenticity of each and every piece it sells. We are not bound by the opinion of grading services, outside authenticators, or so-called "experts." Letters of authenticity are only available for those pieces where "LOA" is listed in the catalog copy. Otherwise, your invoice alone will serve as your letter of authenticity.

#### COPYRIGHT

Neither Lelands nor the consignor makes any representation that the purchaser of manuscript material, photographs, prints, or works of art will acquire any copyright or reproduction rights thereto.

### FRAMED PIECES/AUTOGRAPH LOTS/MISSING ITEMS

FRAMED PIECES: Please be aware that you are bidding on the framed item and not the frame itself. We are not responsible for any damage to the frames themselves, and <u>no refunds will be given due to damaged frames</u>. Lelands makes a great effort to protect framed pieces while in our care and during the shipping process.

AUTOGRAPH LOTS: Please note that autograph lots with multiple items may contain "Clubhouse" and/or "Secretarial" signatures.

MISSING ITEMS: Lelands is not liable for the cost of replacing any items that are not explicitly listed in the lot item description provided in the published catalog. In the event of any missing items that are listed in the lot description, Lelands' liability is limited to the final winning bid of the lot divided by the number of items in that lot (example: \$10 limit of liability for a 100 item lot that sells for \$1,000).

#### PAYMENT

Payment is due within 14 days after notification. Any bidder who has not paid in full within 14 days, without having made prior arrangements for late payment will have future bidding privileges revoked. Personal checks are accepted but without prior credit terms, merchandise will be held until your check clears. This generally takes approximately seven (7) business days. Payments may be made by cash, check, wire transfer, ACH, ZELLE, or money order. Items paid by cash, wire transfer, ZELLE, or money order will be shipped immediately. Personal checks will be held for seven to ten (7-10) business days (no exceptions) before merchandise is released into the queue for shipment. Any returned checks will incur a \$30.00 fee. Important Note: We Do Not Accept Credit Cards as a Form of Payment.



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# **Bidding Terms and Conditions (continued)**

#### LATE OR NON-PAYMENT

In the event of a Late/Non-Payment, the bidder agrees to pay all the auctioneer's reasonable attorney fees and costs involved in the collection of funds, plus a 1.5% late fee as interest per month on any unpaid balance, starting from the original due date until the date that all funds have been collected. The jurisdiction for any litigation shall be in the State of New Jersey, or the Federal District Court of New Jersey at the discretion of the auctioneer. Each of the terms in the auction rules is distinct and separate. If a winning bidder does not honor his or her bid with payment in full, per the auction rules, then it is agreed that Lelands in addition to asserting all remedies available by law, at its sole discretion, (i) sell the given item(s) to an underbidder (without notice to the non-paying bidder), (ii) reoffer the given lot(s) in a future auction, (iii) return the item to consignor upon consignor's request, (iv) purchase the item itself and make appropriate payment to the consignor, or (v) hold the defaulting buyer liable for the entire purchase price. It is explicitly agreed that the non-paying winning bidder will be responsible for any and all losses, damages, expenses, and costs incurred by Lelands in the collection of auction proceeds, including and not limited to reasonable attorney fees. Non-paying bidders will have future bidding privileges revoked, and the original winning bidder is responsible for any losses incurred or service charges involved in the sale of the said item(s) and the non-paying winning bidder explicitly agrees to pay any and all costs of collection, including, but not limited to, reasonable attorney's fees incurred by Lelands in the collection of these losses and/or service charges from the non-paying winning bidder. If the buyer pays late, he or she forfeits all rights to return(s) for any and all reasons.

#### **DISPUTE RESOLUTION**

All claims, disputes, or controversies (collectively, "Claim") relating to these terms and conditions shall be exclusively heard by, and the claimant (or respondent) and Auctioneer each consent to the matter being presented in a confidential binding arbitration before a single arbitrator administrated by and conducted under the rules of, the American Arbitration Association. The locale for all such arbitrations shall be New Jersey. In the event that any Claim needs to be litigated, the litigation shall be exclusively in the Courts of the State of New Jersey. The claimant expressly waives any right to a trial by jury. The prevailing party may be awarded reasonable attorneys' fees and costs. Any Claim must be brought within two (2) years of the alleged breach, default or misrepresentation or the Claim is waived. After one (1) year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

#### ACCEPTANCE OF CONDITIONS

Placement of a bid in this auction constitutes acceptance of these terms and conditions.