

# All About Bidding with Lelands

**PLEASE READ FULL TERMS AND CONDITIONS BEFORE BIDDING**

## **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**

You must be registered to bid in our auction. If you have registered for any of our past auctions, you DO NOT need to re-register. Please call us if you have misplaced your sign-in information. 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.

## **Absentee Bidding/AutoBids**

If you are unable to bid by phone or internet during the auction, we encourage you to place absentee bids. Read our full Terms and Conditions or contact us for more information.

## **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 with Questions**

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

## **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 e-mail. 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.

## **On-Line 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 for 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 drop-down 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 next page for our  
Terms & Conditions**

# Terms & Conditions

Please read carefully before bidding.

## REGISTRATION

New bidders can register online at lelands.com. If you have already bid in any of Lelands' previous auctions, you already have a user ID. That user ID is still valid. If you do not remember your user ID or password, please call customer service at (732) 290-8000. Registration requires industry references. We may contact you for financials once your registration is complete. New bidders are required to register no later than the two (2) days prior to the auction closing date at 10 PM ET.

## BID ASSISTANCE

Operators will be able to handle your calls Monday through Friday 9 AM to 5 PM. The last week of the sale the telephone bidding hours will increase from 9 A.M. to 7 P.M. for your convenience. On the closing day, telephone bidding hours will start at 12 PM ET and go until the auction ends. Registration and bidding may also be done online at lelands.com. 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.

## AUTOBIDS

The placing of "Up To" or "Limit" bids is an option for bidders 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"). These bids are kept in the strictest of confidence. 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™" 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. For example, if you have an absentee bid of \$1,000 and the current high bid is \$950, you will be bid to \$1,045 so you can secure the lot. All absentee bids by phone and internet will remain strictly confidential. **Absentee bids must be received no later than 6 PM ET on the closing date of the auction.**

## 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 (see bidding increment table below). 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 sale shall be conclusive.

### Bidding Increment Table

Current Bid	Minimum Bid Increment Required
US \$0 to \$249	US \$25
US \$250 to \$9999	10%
US \$10000 and above	5%

## BIDS ARE IRREVOCABLE

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 & insurance. Our shipping rates are industry competitive. All items will be shipped signature required through UPS Ground unless other prior arrangements are made. There is no charge for pickups. Lelands is not responsible for customs, duties, brokerage, and/or similar charges on items shipped internationally. New Jersey residents and anyone picking up in New Jersey without a valid New Jersey State resale certificate must pay 6.625% sales tax. This includes buyers with multiple residences. **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.** We will supply you with the names of at least two shippers that we have had good past dealings with. Lelands takes no responsibility for the use of these services.

## 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.**

## LATE OR NON-PAYMENT

In the event of a Late/Non-Payment, the bidder agrees to pay all the auctioneer's reasonable attorney's 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.

## AUTHENTICITY

Lelands stands by the authenticity of everything it sells for a period of three 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

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 **no refunds will be given due to damaged frames.** Lelands makes a great effort to protect framed pieces while in our care and during the shipping process.

## ACCEPTANCE OF CONDITIONS

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