1. Unless otherwise indicated, all Property will be offered by Freeman’s as agent for the Consignor.

2. Freeman’s reserves the right to vary the terms of sale and any such variance shall become part of these Conditions of Sale.

3. As a result of the Covid-19 Pandemic, in person inspections of the Property are not permitted and therefore, Freeman’s has made available to the Buyer the opportunity to (a) view the lot online at freemansauction.com and to view the auction catalogue, (b) submit a request for a condition report, or (c) have a virtual consultation with the specialist. Buyer acknowledges that it has had the right to take advantage of the aforementioned inspections prior to the sale to determine the condition, size, repair or restoration of any Property. Buyer acknowledges that it had the right to make a full inspection of all Property prior to sale to determine the condition, size, repair or restoration of any Property. Therefore, all property is sold “AS-IS”. Freeman’s is acting solely as an auction broker, and unless otherwise stated, does not own the Property offered for sale and has made no independent investigation of the Property. Freeman’s makes no representations as to the authenticity, quality or condition of the Property. Freeman’s reserves the right to alter any condition statement, or to submit a request for a condition report, or to withhold any other information regarding the Property.

4. Freeman’s in its sole and exclusive discretion, reserves the right to withdraw any property, at any time, before the fall of the hammer.

5. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the printed catalogue. Freeman’s reserves the right to determine any and all matters regarding the order, precedence or appropriate increment of bids or the constitution of lots.

6. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid, to advance the bidding at his absolute discretion, to determine the true value of any property, at any time, before the fall of the hammer. The auctioneer shall have the sole and final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after sale, the sale record shall be conclusive in all respects.

7. If the auctioneer determines that any opening or later bid or any advance bid is not commensurate with the value of the Property offered, he may reject the same and withdraw the Property from sale.

8. Upon the fall of the hammer, title to any offered lot or article will immediately pass to the highest bidder. Buyer acknowledges that the auctioneer has the right to determine the true value of any property, at any time, before the fall of the hammer. Any pre-sale bids must be submitted in writing to Freeman’s prior to the auction. No “buy” bids shall be accepted at any time for any purpose.

9. No lot may be removed from Freeman’s premises until the buyer has paid in full the purchase price therefor including Buyer’s Premium or has satisfied such terms that Freeman’s, in its sole discretion, shall require. Subject to the foregoing, all Property shall be paid for and removed by the buyer at his/her expense within ten (10) days of sale and, if not so removed, may be sold at Freeman’s discretion, either through the online lot listing or by contacting the specialist directly and (c) have a virtual consultation with the specialist. Buyer acknowledges that it has had the right to take advantage of the aforementioned inspections prior to the sale to determine the condition, size, repair or restoration of any Property. Therefore, all property is sold “AS-IS”. Freeman’s is acting solely as an auction broker, and unless otherwise stated, does not own the Property offered for sale and has made no independent investigation of the Property. Freeman’s makes no representations as to the authenticity, quality or condition of the Property. Freeman’s reserves the right to alter any condition statement, or to submit a request for a condition report, or to withhold any other information regarding the Property.

10. Unless the sale is advertised and announced as “without reserve”, each lot is sold subject to a reserve and Freeman’s may implement such reserves by bidding through its representatives on behalf of the Consignors. In certain instances, the Consignor may pay less than the standard commission rate where Freeman’s or its representative is a successful bidder on behalf of the Consignor. Where the Consignor is indebted to Freeman’s, Freeman’s may have an interest in the offered lots and the proceeds therefrom, other than the broker’s Commissions, and all sales are subject to any such interest.

11. No “buy” bids shall be accepted at any time for any purpose.

12. Any pre-sale bids must be submitted in writing to Freeman’s prior to commencement of the offer of the first lot of any sale. Freeman’s copy of all pre-sale bids shall conclusively be deemed to be the sole evidence of same, and while Freeman’s accepts these bids for the convenience of bidders not present at the auction, Freeman’s shall not be responsible for the failure to execute, or to execute properly, any pre-sale bid.

13. A Buyer’s Premium will be added to the successful bid price and is payable by the buyer as part of the total purchase price. The Buyer’s Premium shall be: 26% on the first $600,000 of the hammer price of each lot, 20% on the portion from $600,001 through $3,000,000 and 12% thereafter.

14. Freeman’s shall have a virtual consultation with the specialist. Buyer acknowledges that it has the right to make a full inspection of all Property prior to sale to determine the condition, size, repair or restoration of any Property. Therefore, all property is sold “AS-IS”. Freeman’s is acting solely as an auction broker, and unless otherwise stated, does not own the Property offered for sale and has made no independent investigation of the Property. Freeman’s makes no representations as to the authenticity, quality or condition of the Property. Freeman’s reserves the right to alter any condition statement, or to submit a request for a condition report, or to withhold any other information regarding the Property.}

15. Freeman’s may, as a service to buyer, arrange to have purchased property posted and shipped at the buyer’s expense. Freeman’s is not responsible for any acts or omissions in packing or shipping of purchased lots whether or not such carrier is recommended by Freeman’s. Packaging and handling of purchased lots is at the responsibility of the buyer and is at the entire risk of the buyer.

16. Freeman’s makes no warranty of title, merchantability or fitness for a particular purpose, or any other warranty or representation regarding the description, genuineness, attribution, provenance or condition to the Property of any kind or nature with respect to the Property.

17. In no event shall any liability of Freeman’s to the buyer exceed the purchase price actually paid.

18. No claimed modification or amendment of this Agreement on the part of any party shall be deemed extant, enforceable or provable unless it is in writing that has been signed by the parties to this Agreement. No course of dealing and no delay or omission on the part of Freeman’s in exercising any right under this Agreement shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Freeman’s on any future occasion.

19. These Conditions of Sale and the buyer’s, the Consignor’s and Freeman’s rights under these Conditions of Sale shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and Consignor and Buyer agree to the exclusive jurisdiction of the Philadelphia, Pennsylvania Court of Common Pleas and the United States District Court for the Eastern District of Pennsylvania.