



# Conditions of Sale

1. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Skinner, Inc. below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. A representative of Skinner, Inc. will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.
  2. All property is sold "as is," and neither the auctioneer nor any consignor makes any warranties or representation of any kind or nature with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, of description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property and no statement made at the sale, or in the bill of sale, or invoice or elsewhere shall be deemed such a warranty of representation or an assumption of liability.
  3. Except as provided in paragraph 1 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her election, withdraw the lot or reoffer the lot for sale. The auctioneer shall have sole discretion to refuse any bid, or refuse to acknowledge any bidder. Any bidder that plans on spending in excess of \$100,000 should make arrangements with the accounting department at least five (5) days in advance of the sale, as a deposit may be required to participate.
  4. All merchandise purchased must be paid for and removed from the premises the day of the auction. Skinner Inc. may impose, and the purchaser agrees to pay, a monthly interest charge of 1.5% of the purchase price of any lot or item lot not paid for within thirty-five (35) days of the date of sale.
- Skinner, Inc. shall have no liability for any damage or loss to property left on its premises for more than three (3) days from the date of sale. If any property has not been removed within three (3) days from the date of sale, at the option of Skinner, Inc. (a) Skinner Inc., may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed within the three days, and/or (b) Skinner Inc. may place the merchandise in a subsequent auction, without Reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.
5. Skinner accepts cash or check for payment. Personal checks will be acceptable only if credit has been established with Skinner, Inc. or if a bank authorization has been received guaranteeing a personal check. Skinner, Inc. reserves the right to hold merchandise purchased by personal check until the check has cleared the bank. The purchaser agrees to pay Skinner, Inc. a handling charge of \$25.00 for any check dishonored by the drawee. Please contact Accounting for additional payment methods. Skinner does not accept payment by credit card for merchandise purchases.
  6. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Skinner Inc. may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.
  7. In no event will the liability of Skinner, Inc. to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.
  8. Shipping is the responsibility of the purchaser. Upon request, our staff will provide the list of shippers who deliver to destinations within the United States and overseas. Some property that is sold at auction can be subject to laws governing export from the U.S., such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute cancellation or delay in payment for the total purchase price of these lots.
  9. All purchases are subject to the Massachusetts 6.25% sales tax unless the purchaser possesses a Massachusetts sales tax exemption number. Exemption numbers from other states are accepted in Massachusetts if presented with a business card or letterhead. Dealers, museums, and other qualifying parties can apply for a Massachusetts exemption number prior to the auction by contacting the Massachusetts Department of Corporations and Taxation at 100 Cambridge Street in Boston.
  10. A premium equal to 23% of the final bid price up to and including \$100,000, plus 20% of the final bid price from \$100,001 up to and including \$1,000,000, plus 12% of the final bid price from \$1,000,001 and over will be applied to each lot sold, to be paid by the buyer as part of the purchase price.
  11. Bidding on any item indicates your acceptance of these terms and all other terms printed within, posted, and announced at the time of sale whether bidding in person, through a representative, by phone, by Internet, or other absentee bid.
  12. Skinner, Inc. and its consignors make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. Skinner, Inc. expressly reserves the right to reproduce any image of the lots sold in this catalog. The copyright in all images, illustrations and written material produced by or for Skinner, Inc. relating to a lot, including the contents of this catalog, is, and shall remain at all times, the property of Skinner, Inc. and shall not be used by the purchaser, nor by anyone else, without our prior written consent.
  13. These conditions of sale shall be governed by the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Skinner in connection with the transactions contemplated by this agreement shall be brought, in the courts of the Commonwealth of Massachusetts or any federal court sitting therein. The bidder/buyer consents to the exclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.

# Skinner, Inc. & Lower Falls Wine Co.

## Conditions of Sale – Fine Wines/Fine Wines – Online Auction

1. All bidders and buyers of wine must be at least 21 years of age and shall present satisfying legal documentation of this at auction. In the event the buyer is a partnership or corporate entity, the receiver of the wine shall furnish proof fulfilling this criteria.
  2. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Skinner, Inc., below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. A representative of Skinner, Inc. will execute such reserves by bidding for the consignor. In any event, and whether or not a lot is subject to a reserve, Skinner, Inc. and Lower Falls Wine Co. may reject any bid or raise not commensurate with the value of such lot.
  3. All property is sold "as is," and neither Skinner, Inc. and Lower Falls Wine Co. nor any consignor makes any warranties or representation or any kind or nature with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, or description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property and no statement made at the sale, or in the bill of sale, or invoice, or in the catalog, or elsewhere shall be deemed such a warranty of representation or an assumption of liability. Prospective buyers are urged to inspect those lots they have interest in.
  4. Except as provided in paragraph 1 above, the highest bidder as determined by Skinner, Inc. shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her election, withdraw the lot or reoffer the lot for sale. The auctioneer shall have sole discretion to refuse any bid, or refuse to acknowledge any bidder. Please note Massachusetts state law requires all purchasers of alcoholic beverages be at least 21 years of age. Any bidder that plans on spending in excess of \$100,000 should make arrangements with the accounting department at least five (5) days in advance of the sale, as a deposit may be required to participate.
  5. All merchandise purchased is payable directly to Skinner Inc., and must be paid for the day of the auction. All merchandise must be removed from Lower Falls Wine Co. within forty five (45) days of the auction, and in no event shall Skinner Inc. or Lower Falls Wine Co. have any liability for any damage to property left on its premises for more than fourteen (14) days after the sale. Lower Falls Wine Co. may impose, and the purchaser agrees to pay, a monthly storage fee per lot as determined by Lower Falls Wine Co. (see Collection of Wines). If any property has not been removed within forty five (45) days from the date of sale, at the option of Skinner, Inc. and Lower Falls Wine Co. (a) the merchandise may be transferred to and stored at a bonded warehouse and the purchaser agrees to pay all transfer and storage expenses, and/or (b) Skinner Inc. and Lower Falls Wine Co. may place the merchandise in a subsequent auction, without Reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.
  6. Acceptable forms of payment are cash, good check, or wire transfers, payable in U.S. dollars. Checks will be acceptable only if credit has been established with Skinner or if a bank authorization has been received guaranteeing the check. Skinner, Inc. and Lower Falls Wine Co. reserve the right to hold merchandise purchased until the funds have cleared the bank. The purchaser agrees to pay Skinner and/or Lower Falls Wine Co. a handling charge of \$25.00 for any check dishonored by the drawee.
  7. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Skinner Inc. and Lower Falls Wine Co. may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.
  8. In no event will the liability of Skinner, Inc. and Lower Falls Wine Co. to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.
  9. Lower Falls Wine Co. may, in their discretion and at purchaser's request, package and arrange for delivery as directed by the purchaser. In such event, purchaser agrees that (a) all such packaging, handling and delivery is at the sole risk of the purchaser and that Skinner, Inc. and Lower Falls Wine Co. shall have no liability for any loss or damage to such items, and (b) purchaser shall pay in advance, all packaging expenses, including labor, materials, carriers fees and all insurance charges. Please arrange seventy-two (72) hours in advance for collection and delivery.
- Purchaser shall make itself aware of the limitations and restrictions imposed by various states in regards to the transportation and importation of alcoholic beverages and purchaser has the sole responsibility to research and comply with all permit and licensing requirements. Neither Skinner, Inc. nor Lower Falls Wine Co. shall be responsible for obtaining any permits or licenses on behalf of purchaser and no sale shall be cancelled or refunded for lack of purchaser's noncompliance with permitting and licensing issues. (Please see Collection of Wines)
10. A premium equal to 23% of the final bid price up to and including \$100,000, plus 20% of the final bid price from \$100,001 up to and including \$1,000,000, plus 12% of the final bid price from \$1,000,001 and over will be applied to each lot sold, to be paid by the buyer as part of the purchase price.
  11. Bidding on any item indicates your acceptance of these terms and all other terms printed within, posted, and announced at the time of sale whether bidding in person, through a representative, by phone, by Internet, or other absentee bid.
  12. Skinner, Inc. and its consignors make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. Skinner, Inc. expressly reserves the right to reproduce any image of the lots sold in this catalog. The copyright in all images, illustrations and written material produced by or for Skinner, Inc. relating to a lot, including the contents of this catalog, is, and shall remain at all times, the property of Skinner, Inc. and shall not be used by the purchaser, nor by anyone else, without our prior written consent.
  13. These conditions of sale shall be governed by the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Skinner in connection with the transactions contemplated by this agreement shall be brought, in the courts of the Commonwealth of Massachusetts or any federal court sitting therein. The bidder/buyer consents to the exclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.