

FAX: 513.871.7722

TELEPHONE & ABSENTEE BID FORM

TREADWAY
20th Century Art & Design

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Client #: _____ Auction Date: _____ ☐ Telephone Bid ☐ Absentee Bid

Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number(s): _____

Email: _____

Shipping Address: _____

Lot #	Description	Top Bid \$ (Absentee Only)	Telephone Bid (Please Check)	Back-Up Bid (Telephone Only)

Bid Range	Increment	Bid Range	Increment	Bid Range	Increment
\$0-\$500	\$25	\$3,000-\$5,000	\$250	\$30,000-\$50,000	\$2,500
\$500-\$1,000	\$50	\$5,000-\$10,000	\$500	\$50,000-\$100,000	\$5,000
\$1,000-\$3,000	\$100	\$10,000-\$30,000	\$1,000	\$100,000+	\$10,000 or auctioneer's discretion

This form is a legally binding contract. By signing below, the bidder agrees to our TERMS & CONDITIONS, printed on reverse.

Client Signature _____ Credit Card Number _____ Expiration _____ CVV _____

Terms of Sale:

Each lot in a Treadway auction and/or catalog is subject to the following terms and conditions of sale, as supplemented in writing or otherwise by us at any time prior to the sale. By registering to bid, bidding, or purchasing in any way a lot from Treadway, the client agrees to be bound by these terms.

1. Auction

The auction is open to the public and there is no admission fee or obligation to bid. The auctioneer will introduce each object for sale, hereby referred to as 'lots', in numerical order as listed in the corresponding catalog or website.

The estimates that appear with each lot description are approximations reflecting the range in which the hammer price may fall. Some lots are subject to a reserve, the price below which an item cannot be sold. In most instances, the reserve is less than the low estimate.

The auctioneer determines the highest bidder and selling price of every lot. He or she may re-offer and resell any lot, and will be responsible for resolving any dispute in bidding. The judgment of the auctioneer is final and binding.

2. Bidding

To bid in any sale, a client must register with Treadway prior to or at the sale. To register, Treadway requests that the client provide a form of photo identification, such as a state-issued driver's license, passport, or government-issued identification. If this is the client's first time bidding, Treadway reserves the right to require bank references or a credit card. All clients, established or new, will be asked to provide client's most up to date contact information. If bidding on behalf of another, Treadway requires authorization of the absent client, and identification from both parties.

A client unable to attend the sale may bid via phone, absentee, or online. Please complete and submit an absentee or telephone bid form as included in the catalog, on our website, or at the auction house. Treadway assumes no responsibility for a failure to execute any bid or errors or omissions made in connection with any remote bidding arrangement.

During phone bidding, an agent representing Treadway will call the client during the live sale to execute bids on client's behalf. The client should instruct Treadway's agent to bid as they choose. Please make arrangements for phone bidding as early as possible as there are a limited number of phone lines available. Treadway does not guarantee an available phone line if arrangements are made after 5:00pm EST on the day prior to a sale. Please note that phone bidding is reserved for items estimated at \$500 or greater.

Clients may leave absentee bids to be executed by one of our representatives. Treadway makes every effort to purchase a lot as inexpensively as possible without exceeding the client's limit. It's recommended that clients submit absentee bids as early as possible in the correct increments as shown below. Should identical absentee bids from separate clients come in, the first one received will be honored. Please submit absentee bids prior to 5:00pm EST on the day prior to the sale.

Internet bidding is available through online platforms. Treadway is not responsible for errors or omissions when client utilizes said platform. Please note an additional 5% will be added to buyer's premium on lots purchased via an online bidding platform.

3. Condition Reports, Guarantee, & Preview

It is the client's responsibility to be aware of all conditions, addendums, and corrections prior to the sale. Notices amending the catalog description of a lot after the catalog has gone to press are available at the auction house and are announced by the auctioneer at the start of the sale. Auction items are available for viewing during the week prior to the auction during hours of operation or by appointment. Treadway encourages all clients or knowledgeable representatives to visit and inspect all lots during this viewing period. If an in-person inspection is not possible, we encourage clients to contact us with condition report requests well in advance of the sale. Treadway will provide our opinion of condition, answer any questions, and provide additional photographs per the client's request. Any such opinion is not a statement of fact, but is given to the best of our knowledge.

Treadway guarantees the authenticity of that portion of the description of each lot as set out in bold type in the catalog, as amended by oral or written salesroom notes or announcements. This guarantee is in effect for 30 days after the auction in which the lot was sold. Said guarantee does not apply to those lots listed as: "in the style of", "attributed to", "the school of", "in the manner of", or "after". Treadway is not responsible for errors or omissions in the catalog or in written or oral condition reports. All measurements are approximate. Treadway makes every effort to accurately describe its merchandise, but in the event that errors occur, Treadway shall not be held responsible. It is the client's responsibility to be well informed before bidding. Bidding in our sale indicates your acceptance of these terms and any terms announced the day of the sale.

Ceramics: Ceramics offered in the sale are free of repairs, chips or cracks post-production unless noted in the catalog description or condition report. crazing, surface scratches, firing lines or flaws, bubbles, areas where glaze crawls, stilt marks, firing flaws and base flakes will be noted if it is determined they are objectionable. Carved vases often will have flakes on the edges of leaves or on points in high relief – this will only be mentioned if determined to be objectionable. Some framed tiles or plaques may have chips that are hidden by the frame – any such chips will not be mentioned unless considered to be significant. Please ask questions before you buy.

Furniture: Furniture is described to the best of our ability. The furniture is old and over the years has acquired or developed dents, drink rings, separations, burns, chips and assorted flaws - only those considered objectionable will be mentioned.

Fine Jewelry and Watches: Precious gems and metals will be tested and are guaranteed genuine as described. Gemstone quality will be described if not normal. Weights and measurements are approximate. Obvious and objectionable repairs or alterations are noted. Watches are the original factory product unless otherwise indicated. Original dials and overall watch condition will be noted on important pieces. Watch functions and accurate timekeeping is not guaranteed. The condition, age, originality and quality of all items are evaluated using industry standards and any questions should be asked prior to the sale. Jewelry and watches are sold as collector's items, therefore everyday use should be evaluated on an item-by-item basis.

Lamps, Clocks & Electrical Items: Lamps will be described based on patina and condition of any glass. Leaded lamps normally will have cracked segments. Some parts on lamp bases may have been replaced over the years, this will be mentioned if we determine it to be objectionable. Shades with mica may contain minor flaking or burn spots, these will be mentioned if determined to be objectionable. Lamps, clocks and other electrical items are offered only for their decorative value. They are not represented to be in working order.

Metalwork: Metalwork will be described based on patina, material and the condition of the object. Dents, scratches, wear and assorted flaws will be mentioned if determined to be objectionable.

Art Glass: Art Glass may sometimes contain air bubbles, have surface scratches, lines in the making and chips to the pontil. Anything determined to be objectionable will be mentioned. Some glass may be ground at the factory, causing minor chips or flakes. This will be mentioned if determined to be excessive. Discoloration on the interior of glass vessels will not be noted unless determined to be excessive.

Paintings, Drawings, Prints and Bronzes: Objects are guaranteed to be an authentic work by the artist listed. Any and all information listed in the catalog not printed in bold type should be considered as being to the best of our knowledge, is merely our opinion, and is not guaranteed to be correct. If the authenticity of a purchased object is contested, it must be made known to us within 30 days of the sale in which the object was purchased as follows: a written letter from a noted authority provided to us that declares the object to be executed by someone other than the artist listed. This authority may not have any vested interest in the artists work or the estate of the artist. The object must be returned to us in the same condition in which it was purchased. If it is determined that a piece is not authentic, only the purchase price may be refunded; there will be no compensation for damages, loss of profit, professional fees, transportation or any other costs. The normal darkening of varnish over time isn't considered to be problematic, and accordingly any such darkening will not be noted in the description.

Fine Art Frames, Picture/Photo Frames: Every effort is made to protect the frames included with these lots during pre-auction storage and post-auction shipping; however, Treadway shall not be responsible for any damage to frames, and no refunds will be granted due to frame damage. Frames may not include original easel backing.

4. Purchasing, Storage, & Shipping

By bidding in any sale, the client understands that their bid constitutes a legally binding agreement to purchase said lot if accepted by the auctioneer. Client assumes responsibility to pay the purchase price, as well as the buyer's premium and any additional expenses in connection with your purchase of the lot, including handling, shipping, insurance, taxes, and export. Treadway may impose a storage fee of \$5 per day per lot beginning after ten days from due date unless prior arrangements have been made. Client agrees that Treadway shall have no liability for any damage to property left on premises after this ten-day period.

All purchases are subject to state and local sales tax unless client provides certificate of exemption at time of purchase. Sales tax will not be refunded at a later date.

A buyer's premium will be added to the hammer price and is payable by the client as part of the total purchase price for each lot purchased. Purchases will be subject to the following premium increments: 25% of the hammer price up to and including \$100,000; 20% of any amount in excess of \$100,000 up to and including \$1,000,000; 15% of any amount in excess of \$1,000,000.

Please note an additional 5% will be added to buyer's premium on lots purchased via an online bidding platform.

Treadway accepts cash, check, American Express, Visa, and MasterCard for payment. If paying with cash or check, Treadway may require verification of identity and confirmation of permanent address. If paying by credit card, an additional 3% convenience fee is payable on the total purchase price, which includes hammer price, buyer's premium, tax if applicable, and shipping cost, if any.

Once payment has been received and cleared, lots purchased may be released to client.

If payment is not made within ten days after its due date, or if the client defaults and/or breaches his or her obligations, the client agrees to pay Treadway all damages, attorney fees and expenses, together with interest at the highest rate allowed by law on the balance due. Client agrees that state and federal courts in Hamilton County, Ohio shall have exclusive jurisdiction over all matters arising out of client's purchase from Treadway and that service of process in any such proceeding shall be effective if mailed to client's address last supplied to Treadway.

Treadway offers safe and economical methods for delivery and shipping of most domestic purchase. Domestic shipping may be obtained prior to a sale by providing Treadway with a shipping address and the lot(s) of interest. Requests should be submitted no less than three business days prior to the sale date. All lots are shipped fully insured unless the client provides a signed waiver. A client making his or her own shipping arrangements must provide Treadway with a written release. Treadway is not liable for any damage to lots caused by shippers; all such claims must be settled between the client and the shipper. Delivery and shipping fees are payable by the client and are not refundable. Clients shipping internationally are responsible for obtaining pre-sale estimates as well as making shipping arrangements directly with a third-party shipper. Please contact Treadway for a list of suggested shippers. We pride ourselves on offering reasonably priced shipping costs that are prompt & safe.