

CONSIGNMENT TERMS AND CONDITIONS OF SALE

1. Consignor warrants to Maynards and to the auction buyer that Consignor is the true and beneficial owner of the Property listed on the reverse or is properly authorized to sell the Property by the true owner and is able to transfer good and marketable title to the Property from any third party claims. Maynards acts as agent only.
2. Consignor represents and warrants to Maynards that the Property is free and clear of all liens and encumbrances and is not subject to the collection of any Excise tax, Custom Duty or any other taxes or duties by any reason whatsoever.
3. Consignor will indemnify and save harmless Maynards against all legal suits, actions, costs or charges, including actual legal fees, whatsoever, in respect to any charges or encumbrances or defects in title on or to the Property not disclosed pursuant to paragraph "1" or in connection with which the proceeds of the sale are insufficient to discharge.
4. Maynards reserves the right to determine which auction sale is most appropriate for the Property.
5. Maynards reserves the right to sell the Property either individually or in combination with other items received from Consignor.
6. The low to high pre-sale appraisal estimates are NOT guarantees of actual selling prices.
7. A reserve (or minimum price) may be placed on Property upon agreement with Maynards. This amount must be established in writing prior to consignment of goods. Unless otherwise stated, all reserves are GROSS amounts.
8. Changes to the amount of an already established reserve must be in writing by the Consignor. While Maynards may accept verbal instructions, Maynards will not be held responsible for errors should a reserve be entered into our records incorrectly.
9. If not provided by the Consignor, in order to establish the value of fine quality jewellery, Consignor hereby authorizes Maynards to obtain a gemologist's appraisal and to deduct this cost from the net sales of the jewellery.
10. Risk and reward of ownership of the Property remains with the Consignor at all times. Consignor is solely responsible for maintaining insurance coverage on the Property at all times. All rights of subrogation by Consignor or its insurer against Maynards are hereby waived.
11. No Property may be withdrawn on preview or auction days. Property withdrawn prior to these specified days will be subject to a charge to cover storage and handling, advertising and other pre-sale expenses. The charge will be 10% of the reserve price or 10% of the low pre-sale estimate for unreserved Property. Property consigned in an auction sale shall not be withdrawn when advertised in Maynards' pre-sale brochures or catalogues.
12. Payment by cheque for Property sold will be approximately 20 business days after the later of the auction date or collection of such sales proceeds.
13. Cartage and packing costs and/or repairs, authorized by Consignor, but paid by Maynards, will be deducted from the sales. Maynards shall in no way be held responsible or liable for damage to the Property during packing, transport or restoration.
14. Items unsold or unclaimed at the auction sale must be claimed by the consignor at his/her own expense. Maynards act as an agent only and does not guarantee any or all items will be sold.
15. Unsold Property must be removed upon written notice by Maynards. Storage fees of \$25.00 per day per lot will be levied thereafter, effective the date of Maynards' written notice. Maynards reserves the right to sell any unsold Property to recover any storage, handling, transportation and/or restoration costs incurred.

RATES OF COMMISSION <small>CHARGED ON A PER LOT BASIS</small>	ADDITIONAL CHARGES <small>ADDITIONAL CHARGES ARE GST APPLICABLE</small>
25% charged on any ONE LOT selling from \$1 - \$3,000	Cartage Fee: _____ Carrier: _____
15% charged on any ONE LOT selling from \$3,001 - \$5,000	Photo Fee: _____ Colour <input type="checkbox"/> B&W <input type="checkbox"/> Full <input type="checkbox"/> 1/2 Page <input type="checkbox"/>
10% charged on any ONE LOT selling from \$5,001 - and over	Misc Fee: _____ Details: _____

