**Terms and Conditions for Buyers**

All Bidders must ensure to fully understand the following terms and conditions to protect their rights and ensure their fulfillment of their obligations. The following as amended by any posted notices and/or oral announcements during the auction sale, constitutes the entire terms and conditions on which property listed in the auction sale catalogue shall be offered for sale or sold by Gosby, and any consignor of such property for whom Gosby acts as agent. Gosby strongly recommends to all Bidders to thoroughly inspect all items before the auction on which the Bidder intends to bid. Note that Gosby reserves the right to a) refuse to grant or to revoke the privilege of attending an auction sale to any person or their agent, at any time, who may have been granted such privilege at previous sales; and b) to refuse to grant or to revoke the privilege of bidding granted by Gosby to any person or their agent at any previous auction. Capitalized items not otherwise defined are found in Section I. Definitions.

1. Definitions:
2. “Bidder(s)” means a person or a person’s agent who has completed proper registration with Gosby and has obtained a numbered bidding card (note that bidding cards cannot be shared between two or more bidders), who may place bids on property auctioned by Gosby;
3. “Buyer’s Premium” means a fee of not less than 20% of the Hammer Price, which will be added to the Hammer Price in respect of each lot purchased;
4. “Hammer Price” means the price at which a lot is Knocked Down to the Purchaser;
5. “Knock(ed) Down” means to conclude the sale of a lot by the auctioneer’s call, inclusive of the blow or knock of the auctioneer’s hammer;
6. “Purchase Price” means the aggregate of a) the Hammer Price; b) the Buyer’s Premium and other surcharges, if any; and c) unless the Purchaser is exempt by law from the payment thereof, in accordance with article 6, the Sales Tax and any other applicable taxes or fees;
7. “Purchaser” means the highest Bidder acknowledged by the auctioneer as the Bidder who wins the lot; and
8. “Sales Tax” means the Federal and Provincial sales and excise taxes applicable in BC or in the destination jurisdiction to which a lot will be delivered.
9. Articles
10. All property is sold “AS IS, WHERE IS”. Absolutely no warranty or representation, written or oral, expressed or implied, is given with any lot. All statements contained in Gosby’s catalogue, website, marketing material or by the auctioneers, or in any bill of sale, invoice or elsewhere as to authorship, age, date, origin, prior history or use, reason for sale, fitness for any purposes, etc., are approximated statements and shall not be deemed to be representations or warranties with respect to any lot. All photographic representations are provided solely for guidance and not to be relied upon for accuracy as to colour, tone or condition. No sale is invalid or made void by reason of any flaw in a lot or by reason of a lot being incorrectly described, and Gosby will not be liable and no compensation will be paid for any such fault or error of description. Absolutely NO RETURN of sold goods, NO REFUNDS, and NO EXCHANGES will be permitted.
11. BY ACCESSING, USING, BROWSING, OR BUYING ON THE DIGITAL PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. Gosby owns, solely and exclusively, all rights, title and interest in and to the Digital Platform, all the content (including, for example, audio, images, photographs, illustrations, text, graphics, logos, button icons, other visuals, video, copy, etc.), software, code, data and materials thereon, the look and feel, design and organization of the Digital Platform, and the compilation of the content, code, data and materials on the Digital Platform, including but not limited to any copyrights, trademark rights, patent rights, database rights, trade secrets, moral rights (including the rights of authorship and attribution and subsequent modification), sui generis rights and other intellectual property and proprietary rights (whether registered or unregistered in any jurisdiction) therein. WE RESERVE THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION PROVIDED ON THE DIGITAL PLATFORMAT ANY TIME AND WITHOUT ANY PRIOR WARNING. WE CANNOT, AND DO NOT, GUARANTEE THE CORRECTNESS, PRECISION, THOROUGHNESS OR COMPLETENESS OF ANY OF THE INFORMATION AVAILABLE ON THE DIGITAL PLATFORM, NOR WILL WE BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE DIGITAL PLATFORM.
12. The content of the Web Site is not intended for minors. Such content extends to a wide range of art and antiquities, is generally uncensored, and may include nudity or other graphic or literary content that some people may consider offensive, as well as access to live or electronic bidding on articles such as firearms and alcoholic beverages that may be harmful and/or illegal in the hands of minors and children and/or inappropriate for them to view or have access to. If you allow your child to use your computer, it is your responsibility to determine whether any of the services, content and subject matter displayed on the Web Site is inappropriate for your child, and to control the child's use of the computer accordingly.
13. The online auction service is carried out by Invaluable and LiveAuctioneer, two established online auction service platform. Thus, Gosby provides no warranty and has no responsibility for any malfunction, security breach, and error occurs before, during, and after the online auction.
14. Gosby may terminate, change, suspend, add to or discontinue any aspect of the Digital Platform or the Digital Platform’s services at any time, in our sole discretion, and without liability to any user. Gosby may restrict, suspend or terminate your use of or access to the Digital Platform and/or its services if we believe you are in breach of or are attempting to breach our terms and conditions or applicable law, or for any other reason without notice or liability (including, for example, if we learn that you have provided us with false or misleading information, or interfered with other users or the administration of our Digital Platform or services). Gosby maintains a policy that provides for the termination in appropriate circumstances of the Digital Platform use privileges of users who are repeat infringers of intellectual property rights.
15. Every person at the auction site before, during and after the auction sale, shall be deemed to be there at his/her own risk with notice of the condition of the premises, the activities on the premises, and conduct of third parties; and the Bidder shall so advise his/her agents and employees. No person shall have any claim against Gosby, its consignors, agents, employees, directors or principals for any injuries sustained or for damages to or loss of personal property, which may occur from any cause whatsoever.
16. A sale to the highest Bidder shall be complete upon the auctioneer’s call with the highest Bidder purchasing the offered lot as the Purchaser, in accordance with all the conditions set forth herein, including assuming full risk of loss and responsibility, thereof, in accordance with article 8. In the event of any dispute between Bidders, or in the event of doubt on the part of Gosby as to the validity of any bid, the auctioneer shall have the sole discretion either to determine the successful Bidder or to reoffer and resell the lot in dispute. If any dispute arises after the sale, Gosby’ sales record shall be conclusive.
17. Should any dispute arise over the authorship of any artwork offered in the auction or the description of any watch, plate, or jewelry, the Purchaser must notify Gosby in writing at a date not later than fourteen (14) days after the date of sale providing sufficient reason for the Purchaser’s dispute of Gosby’ attribution or description. Beyond this period and within six months of the sale date, Gosby’ liability is limited to a) the amount of Gosby’ commissions; b) any other sale proceeds to which Gosby is entitled; c) any applicable taxes received from the Purchaser on the sale; and d) making demand on the consignor to pay the balance of the Purchase Price to the Purchaser. Should the consignor fail to pay the balance promptly after demand, Gosby may disclose the identity of the consignor and assign to the Purchaser Gosby’ rights against the consignor with respect to the lot, the sale of which is sought to be rescinded. Upon such disclosure and assignment, any liability of Gosby as the consignor’s agent with respect to the said lot shall automatically terminate.
18. The ownership of the items transfer to the buyers immediately after the auctioneer’s call. Gosby is not responsible to the security of the lots whatsoever if the buyers choose to
19. A sale to the highest Bidder shall be complete upon the auctioneer’s call with the highest Bidder purchasing the offered lot as the Purchaser, in accordance with all the conditions set forth herein, including assuming full risk of loss and responsibility, thereof, in accordance with article 8. In the event of any dispute between Bidders, or in the event of doubt on the part of Gosby as to the validity of any bid, the auctioneer shall have the sole discretion either to determine the successful Bidder or to reoffer and resell the lot in dispute. If any dispute arises after the sale, Gosby’ sales record shall be conclusive.
20. Bidding is in Canadian dollars and payment is to be made in Canadian funds whether by cash, wire transfer, bank draft, or certified cheques. Total purchases of less than $1,000.00 may be paid by cash or uncertified personal cheque only if sufficient identification is provided to the cashier when paying. Total purchases over $1,000.00 should be paid cash, wire transfer, bank draft, or certified cheques in Canadian dollars. A financing handling fee will be charged on any non-cash transaction. A deposit of 25% of the Purchase Price may be required as a down payment with the balance to be paid within seven (7) days of the termination of the auction.
21. Credit card payment can only be acceptable when Buyers do not have other method of payment available with them. They must fill out and sign the “Credit Card Authorization Form” and pay the 3% processing fee.
22. All or part of the Sales Tax may be exempt if the lot is delivered or otherwise removed from British Columbia (BC). It is the Purchaser’s obligation to prove to the satisfaction of Gosby, prior to the payment of the Purchase Price, that such removal results in an exemption from the Sales Tax. Exemptions will only be permitted if a commercial third party carrier delivers the lot directly from Gosby’ premises to a destination outside of BC and supplies Gosby with the appropriate delivery documentation. The Sales Tax of the destination province will be charged if the lot is shipped to a province outside of BC.
23. Purchase of any lot is at the Purchaser’s risk with risk of loss immediately passing to the Purchaser upon the auctioneer’s call. Neither Gosby, nor its consignors, nor its employees, nor its agents, nor its directors, nor its principals have any liability of any nature whatsoever to the Purchaser. IN NO EVENT SHALL GOSBY, ITS AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE DIGITAL PLATFORM OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE DIGITAL PLATFORM, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
24. Gosby reserves the right to a) withdraw any property at any time before actual sale; or b) reject a bid from any Bidder. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalogue. Lots may be combined or divided at the auctioneer’s choice. Certain lots may be offered subject to a confidential reserve placed by the consignor. In such cases, the auctioneer may bid on the consignor’s behalf, only to the amount of the reserve. However, the consignor is not permitted to bid on their consignment property.
25. No lot may be removed until the Purchase Price is paid in full for all lots purchased. All lots purchased shall be removed in their entirety from the site at the Purchaser’s sole cost and responsibility and by the date as specified in the auction catalogue or as posted or announced at the sale. Gosby may provide assistance to the Purchaser with packing or removing goods from the auction floor once sold, solely as a courtesy. However, Gosby is not responsible for any damage which may occur during that time. Check-out of small items may be permitted after 9:00 p.m. on the night of the sale. Large pieces of furniture, rugs, sets of china and crystal, large paintings, etc. may only be removed at the termination of the auction. It is the responsibility of the Purchaser to bring sufficient wrapping material and boxes, etc. The Purchaser shall full indemnify Gosby and its consignors for any loss arising from damage to any person or property caused to any extent by the Purchaser’s removal of the lot(s) purchased.
26. Indemnification. You agree to defend, indemnify on demand and keep Gosby indemnified, and hold Gosby and any of its affiliates and or related entities, and their directors, officers, employees and agents harmless from any and all claims, liabilities, costs, losses (including without limitation consequential and indirect losses) and expenses, including reasonable attorneys' fees, arising in any way from your use of the Digital Platform or the services thereon, your placement or transmission of any message, content, information, software or other materials through the Digital Platform, or your fraudulent or deceptive acts or omissions, or breach or violation of the law (including infringement of any intellectual property or other right of any person or entity) or of these Terms and Conditions. Gosby reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Gosby defense of such claim.
27. Certain property sold at the auction may be subject to laws governing exports from Canada and import restrictions of foreign countries. The export of any lot from Canada, or import into any other country, may be subject to granting by local authorities of one or more export or import licenses, as the case may be. It is the Purchaser’s responsibility to obtain any relevant export or import licenses. All lots purchased from Gosby shall be paid for in accordance with Article 11 and the denial of any export or import license or any delay in the obtaining of such license shall not justify the rescission or cancellation of any sale or any delay in making payment of the Purchase Price for the lot. Gosby is unable to assist in obtaining any of the above-mentioned export or import license documents. THE COMPANY MAKE NO REPRESENTATION OR WARRANTY AND ACCEPTS NO LIABILITY WHATSOEVER TO THE SELLER, THE BUYER, OR ANY THIRD PARTY IN RESPECT OF THE AVAILABILITY OR ISSUANCE OF VALID IMPORT AND EXPORT PERMITS OR THE EXISTENCE OR EXERCISE OF PRE-EMPTION OR OTHER RIGHTS TO PURCHASE BY GOVERNMENTAL OR REGULATORY AUTHORITIES ANYWHERE.
28. If prospective Purchasers are unable to attend the auction on-site, Gosby will arrange for absentee bidding as a courtesy. An absentee bid enables a staff member to bid on the prospective Purchaser’s behalf according to the standard bidding process. Gosby’s auction representatives will not bid above the maximum amount indicated by the prospective Purchaser. In the event that Gosby receives more than one absentee bid for the same maximum amount and at the auction, those absentee bids are the highest bids for that lot; the lot shall be Knocked Down to the person whose absentee bid request was received first. Gosby will have no liability whatsoever for any errors or failures. All outstanding accounts for absentee bidders must be settled in full within three (3) days of the termination of the auction.
29. If the conditions herein or any other applicable condition(s) are not complied with, in addition to other remedies available by law to Gosby and/or its consignors, including but without limitation, the right to hold the Purchaser liable for the Purchase Price, Gosby may, at its option, choose to do any of the following:
    1. Cancel the sale in part or in full, retaining as liquidated damages all payments made by the Purchaser;
    2. Resell the property, either publicly or privately, after three (3) day notice to the Purchaser and for the account and risk of the Purchaser, and in such event the Purchaser shall be liable to Gosby for any deficiency if the resale is less than the Purchase Price, plus all costs, including warehousing, the pro-rata share of expenses of both sales including reasonable legal fees, Gosby’s commission, plus all other charges due hereunder and incidental damages suffered by Gosby or its consignor;
    3. Charge interest on the Purchase Price at the rate of 5% above the prime rate of the Royal Bank of Canada; and
    4. Store the lot on the premises of Gosby or elsewhere, and to release the lot to the Purchaser only after payment of the Purchase Price and any additional expenses incurred by Gosby.
30. Changes to Terms and Conditions and Digital Platform. Gosby reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time, and we will post the revised version on this Digital Platform. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Digital Platform and/or the services offered on or through the Digital Platform after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.
31. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms and Conditions by Gosby's must be made in writing and signed by an authorized representative of Gosby's specifically referencing these Terms and Conditions and the provision to be waived. Headings used in these Terms and Conditions are for convenience only and are not to be relied upon. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. These Terms and Conditions will inure to the benefit of, and are intended to be enforceable by, Gosby's successors, assigns and licensees.