

Buyer's Terms and Conditions

1. All property is sold "AS IS", no statement anywhere, whether oral or written, whether made in the catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability by Jade d'Art or the Consignor as to merchantability, fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property. We and the Consignor are not liable for any errors and omissions in the catalogue, glossary, or any supplemental material produced by the Auction House. All photographic representations and other illustrations presented in the catalogue are solely for guidance and does not necessarily reveal any imperfections, and may not be an accurate representation of the size, tone, and colour.
2. Prospective Buyers should inspect the property before bidding to determine the accuracy of its condition, size, tone, and colour, and whether a Lot is repaired or restored. Prospective Buyers should request a Condition Report if a physical examination of the Lot is not possible. We may, upon request, email a Condition Report describing the Lot to the Prospective Buyer. Condition Reports are only matters of opinion and the Buyer agrees that the Auction House shall not be held responsible for any errors or omissions, and makes no representation or warranties to the Buyer about the condition of a Lot. The Buyer shall take the sole responsibility for ascertaining the condition of a Lot.
3. The Hammer Price is the price at which the Auctioneer has acknowledged the Lot to the Buyer. A Buyer's Premium will be added to the Hammer Price and is payable by the Buyer as part of the total Purchase Price. The Buyer's Premium is 25% of the Hammer Price. The Purchase Price is the Hammer Price plus the Buyer's Premium, applicable taxes and surcharges may apply. The Buyer's Premium is a set percentage and cannot be altered or omitted.
4. Unless otherwise announced by the Auctioneer, all bids are per Lot as numbered in the catalogue. We reserve the right to withdraw any Lot before and during the sale and shall have no liability whatsoever for such withdrawal. The Auctioneer reserves the right to combine any lots.
5. Jade d'Art catalogues include low and high value estimates for each Lot, exclusive of the Buyer's Premium and tax. The estimates are provided as an approximate guide, and should not be interpreted as a representation or prediction of actual selling prices. They are determined in advance of auction day and are subject to change until the sale of the Lot.
6. Jade d'Art reserves the right to reject any bid. The highest Bidder acknowledged by the Auctioneer as the highest bid will be the Buyer. The Auctioneer has absolute and sole discretion in the case of error or dispute, whether during or after the sale, to determine the successful bidder or to cancel the sale. The auctioneer has the sole discretion to re-open a lot if a dispute arises during the sale. If any dispute arises after the sale, our sale record is conclusive.
7. All Prospective Buyer must complete and sign a registration form, and must provide identification before bidding. Jade d'Art reserves the right to request the production of a bank or other financial reference, including and not limited to credit card information, bank statement, etc., prior to registration or purchase of a lot.
8. Jade d'Art may accept and execute a bid on the Prospective Buyer's behalf, if and only if the Prospective Buyer has completed an Absentee Bid form. A "Buy" bids will not be accepted; all bids must state the highest bid price the Bidder is willing to pay. Jade d'Art will bid on the Prospective Buyer's behalf, with the goal of obtaining the item at the lowest bid price possible. In the event identical bids are submitted, the earlier bid submitted will take precedence. Absentee bids shall be executed in competition with other absentee bids, any applicable reserve, and bids from other auction participants. Jade d'Art assumes no responsibility for failure to execute an Absentee Bid.
9. All Bidders must accept personal liability to the Purchase Price, including the Hammer Price, the Buyer's Premium, all applicable taxes, and all applicable surcharges.
10. All Lots in this catalogue are offered subject to a reserve, which is the confidential minimum Hammer Price at which a lot will be sold. We may implement reserve by opening the bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a Lot, or bids in response to other bidders. In instances where we have an interest in the lot other than our commission, we may bid up to the reserve to protect such interest.
11. Buyer must complete settlement and make payment for the entire Purchase Price within five (5) business days after the sale. All settlements are to be made by Cash, Certified Cheque, Bank Draft, Visa, MasterCard or Debit. All Debit card payments must be made in person and the card holder must be present. Jade d'Art reserves the right to charge an additional processing fee for all Credit Card payment. Please note that payment by personal or business check may result in property not being released until purchase funds clear our bank. Credit cards may be charged four (4) days after the auction.
12. Unless exempted by law, all Buyers are required to pay the combined 12% tax, including 5% GST and 7% PST.
13. The Buyer will not be entitled to possession of any of the Lot(s) purchased until the total Purchase Price of All the Lot(s) have been fully paid. In the event that the Buyer fails to pay the full Purchase Price for any Lot(s) within the prescribed time, or fails to comply with any of the "Buyer's Terms and Conditions", the Buyer may be sent to collections and/or small claims court. All costs incurred by the auction in the above-mentioned process will be billed directly to the Buyer.
14. All costs and the responsibility of removal will be borne by the Buyer. The Buyer, if asking Jade d'Art or its staff to assist in the removal of any Lot(s) will indemnify and hold the Jade d'Art and Jade d'Art's staff harmless from any resulting loss or damage to the item(s) being removed.
15. All Lot(s) must be removed within the time announced or posted at the sale, or within five business days of the sale, at the Buyer's sole cost and risk and only in a manner approved by Jade d'Art. If the Buyer fails to remove the Lot(s) within the specified time, the lot(s) shall be deemed abandoned. Jade d'Art reserves the right to dispose of the lot(s) without notice or compensation to the Buyer.
16. International Buyers are responsible for all import/export customs duties and taxes. An invoice stating the actual Purchase Price will accompany all international purchases. Jade d'Art will not make any alteration to the actual Purchase Price on a Buyer's invoice.
17. Without limitation, the Buyer acknowledges that certain property of Canadian cultural importance sold by the Auction House may be subject to the provisions of the Cultural Property Export and Import Act (Canada), and that compliance with the provisions of the said act is the sole responsibility of the Buyer.