

Consignor's Terms and Conditions

1. Consignor warrants to Jade d'Art and to the auction buyers 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. Jade d'Art acts as agent only.
2. We are selling the Lot on your behalf as your agent and you therefore undertake to us that:
 - 2.1 you are the owner of the Lot or, if you are not the owner of the Lot (whether you have notified us that you are acting as an agent for a principal), you are duly authorised by the owner of the Lot to sell it;
 - 2.2 save as disclosed to us in writing, you sell the Lot with full title Guarantee and free from all liens, charges, encumbrances and third-party claims;
 - 2.3 you have complied with all requirements, legal or otherwise, relating to any export or import of the Lot, all duties and taxes in respect of the export or import of the Lot have (unless otherwise agreed in writing with us) been paid and, so far as you and any principal for whom you act in relation to the Lot are aware, all third parties have complied with such requirements in the past;
 - 2.4 you have notified us in writing of any material alterations to the Lot and provided us accurately with all information (including any concerns expressed by third parties relating to the authorship, attribution, condition, provenance, authenticity, age, suitability, quality and origin of the Lot) in relation to the Lot, or any Description of it, of which you are aware or reasonably ought to be aware or which is in your possession or reasonably ought to be in your possession or of which any principal for whom you act in relation to the Lot is aware or possesses;
 - 2.5 you have notified us of all information of which you are aware or reasonably ought to be aware relating to the present or past ownerships or use of the Lot (including any association of the Lot with persons or events of note);
 - 2.6 in so far as you or any principal may become aware of any information (including any concerns expressed by third parties) in relation to the Lot, or any Description of it, after this agreement has been made, you will promptly inform us of it;
 - 2.7 unless you notify us in writing to the contrary at the time the Lot is delivered to us, there are no restrictions, (whether copyright or otherwise), affecting the Lot or our rights to photograph or illustrate the Lot, or reproduce (in any manner and in any media) photographs or illustrations or any text of any information or Description of, about or relating to the Lot provided by you or on your behalf.
3. Consignor represents and warrants to Jade d'Art 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.
4. Consignor will indemnify and save harmless Jade d'Art 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.
5. Jade d'Art reserves the right to sell the Property either individually or in combination with other items received from Consignor.
6. When providing a Standard Examination or Specialist Examination, we will normally provide an Estimate. An Estimate is only an expression of our opinion of the range within which we think the Hammer Price for the Lot at the Sale is likely to be. It is not an Estimate of value. It does not take account of Buyer's Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. A reserve (or minimum price) may be placed on Property upon agreement with Jade d'Art. This amount must be established in writing prior to consignment of goods. Unless otherwise stated, all reserves are GROSS amounts.
7. Anything stated or represented by us or on our behalf in any Description in relation to the authorship, attribution, condition, provenances, history, background, authenticity, style, period, age, suitability, quality, roadworthiness, origin, value, or future selling price (including the Hammer Price) of any Lot or by any Estimate given in relation to it, whether in the Catalogue or on our Website or otherwise, and whether made orally or in writing, is only an expression of our reasonable opinion.
8. Examinations
 - 8.1 When you consign a Lot for Sale by us at any saleroom, we will carry out a Standard Examination of the Lot. The Standard Examination that we agree to carry out under this agreement is a visual examination of the Lot by a non-specialist member of our staff. We will exercise due care and skill in carrying out a Standard Examination (that is, with the level of skill and care that would reasonably be expected in a limited examination of this nature). If requested, and subject to paying an additional fee, a specialist on the Lot will carry out a visual examination (a Specialist Examination). Such examinations will not involve investigation or research into the Lot, nor tests on it. If we perform a Specialist Examination, we will exercise due care and skill in carrying out that Specialist Examination (that is, with the level of skill and care that would reasonably be expected from a specialist on the Lot).

- 8.2 If you would like your Lot to be examined by a specialist on the Lot or for us to carry out investigation, research or tests on the Lot, we will endeavour to arrange this. We may require you to pay additional Expenses or a separate fee for arranging this, which we will agree with you prior to carrying out such investigation, research or tests.
- 8.3 We may also carry out for our own benefit (possibly without reference to you) our own investigations, research, tests, or specialist(s) or other examinations of the Lot, but we are under no obligation whatsoever to do so. If we choose to do so, you do not have to pay for it and it will not form part of any Standard Examination or Specialist Examination.
- 10 No Property may be withdrawn on preview or auction days. You may by written notice to us at any time revoke your instructions to sell the Lot by giving us a Withdrawal Notice. If you give us a Withdrawal Notice, you will remain liable to pay us the Consignment Fee (Paragraph 15)
- 11 Payment by cheque for Property sold will be 35 business days after the later of the auction date or collection of such sales proceeds is completed.
- 12 Cartage and packing costs and/or repairs, authorized by Consignor, but paid by Jade d'Art will be deducted from the sales. Consignor would be given either written or oral notice by Jade d'Art for such request. Jade d'Art shall in no way be held responsible or liable for damage to the Property during packing, transport or restoration.
- 13 Items unsold or unclaimed at the auction sale must be claimed by the consignor at his/her own expense. Jade d'Art act as an agent only and does not guarantee any or all items will be sold.
- 14 Authority to sell or dispose of an unsold lot
- 14.1 If the Lot is unsold at the Sale, we (as your sole and exclusive agent) may for a period of at least 21 days following the Sale enter into an agreement to sell the Lot (at auction or by private treaty) upon such terms and conditions as we may reasonably consider appropriate. Unsold Property must be removed upon written notice by Jade d'Art. Storage fees of \$50.00 per day per lot will be levied thereafter, effective the date of Jade d'Art's written notice. Jade d'Art reserves the right to sell any unsold Property to recover any storage, handling, transportation and/or restoration costs incurred.
- 14.2 Where a Lot has not sold at the Sale and we believe that it could be sold if the Reserve were reduced we will write to you setting out our suggestion as to a new Reserve. If you do not object to the new Reserve suggested by us within ten days of the date of our letter then the Reserve will be reduced accordingly. If you object to the new Reserve within the above time period then the Reserve will remain unchanged and our authority to sell the Lot in accordance with these conditions shall continue.
- 14.3 We will, unless agreed otherwise, be entitled to Commission on the Sale of the Lot under paragraph 14.1 and we are entitled to charge a Buyer's Premium (plus GST if applicable) to any Buyer of any Lot on any such Sale.
- 14.4 You may terminate our authority to sell a Lot by giving us written notice with proof of delivery expiring at any time after the period of 21 days following the Sale, whereupon you must remove the Lot at your expense within seven days of such notice.
- 14.5 In addition to the above authority to sell the Lot, you agree that, if you fail to remove the Lot by the expiry of the time set for removal, we may, after the expiration of 3 months written notice from us to you to sell the Lot on your behalf (at auction or by private treaty) Without Reserve if you still have not removed it. We will be entitled to deduct from the Purchase Price and pay out of the Trust Account: (a) the costs of Sale; (b) Commission on the Sale of the Lot by us under this paragraph; and (c) any other sums due to us from you. In addition, we will be entitled to charge a Buyer's Premium plus GST to any Buyer of any Lot on such Sale, and we will be entitled to retain the Buyer's Premium from the proceeds of such a Sale.
- 14.6 If an unsold Lot has no monetary value, you authorise us to dispose of it in such manner as we think fit. We will give you seven days notice of such disposal to allow you to collect it if you wish.
- 15 All Lots are covered under Jade d'Art's insurance, until such Lots are unsold and have been given written request for removal from Jade d'Art's premises.
- 16 A standard 10% commission rate would be charged on any ONE LOT sold from \$2,000 CAD and over. A standard 20% commission rate would be charged on any ONE LOT sold from \$1 – 1,999 CAD.

CONSIGNOR SIGNATURE _____

PRINT NAME _____ DATE _____