

CASE ANTIQUES

AUCTIONS & APPRAISALS

Case Antiques, Inc. TNGL#5157
 Phone: 865-558-3033
 Fax: 865-558-3032
www.caseantiques.com

Bidder #: _____

May 22, 2010 Absentee / Phone Bid Form

Absentee

Phone Bid

Name: _____

Email: _____

Phone #: 1st _____ 2nd _____

Address: _____

City: _____ State: _____ Zip Code: _____

How did you hear about us? _____

(*For absentee bids only, excludes buyers premium)

| Lot # | Brief Description | Maximum Bid* |
|-------|-------------------|--------------|
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I request that Case Antiques bids on the above lots up to, but not exceeding the amount(s) shown. I understand that all bids are accepted subject to the "Terms and Conditions" and that I have read and am bound by the "Terms and Conditions" attached to this document. I understand that Case Antiques offers absentee bidding as a convenience for clients, but is not responsible for any errors or failure to execute bids.

Signature: _____ Date: _____

- 1) By signing this form, the bidder agrees to be bound by the conditions and terms of the sale.
- 2) A credit card number is required to execute absentee and telephone bids.

Visa/MC#: _____ V-Code: _____
 Exp. Date: _____

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Terms & Conditions

1. Case Antiques has endeavored to accurately describe all items being sold. All items are sold as is, where is, with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as desired, or that you have chosen not to examine them. Please note that photographs may have had size modifications for display purposes, or been trimmed to exclude framing, matting, and wide blank margins. Also, imperfections from the photography process can include reflections and variations in color due to digital processing. Case Antiques shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear, imperfections or aging. Any condition statement, written or verbal, is given as a courtesy to the client, and is only an opinion. It should not be treated as a statement of fact. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate and detailed information. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you not bid on the item in question. Estimates provided are our opinion of the price that a willing buyer would pay for the property at auction. These estimates are neither a representation nor a prediction of the actual selling price that will be realized at auction. All sales are final. No statement written or oral made by the auctioneer shall be deemed a warranty or assumption of liability by Case Antiques or by any seller represented by Case Antiques. Case Antiques reserves the right to withdraw any property before the sale. The preview for the sale will be one day before the sale, or by appointment.

2. The Auctioneer will be the final judge as to who is the successful bidder. In the event of any dispute, the Auctioneer shall, at his discretion, decide whether or not to reopen the bidding. It is the bidder's responsibility to get our attention prior to our saying "sold". We reserve the right to reject any bids deemed inappropriate. If an item is withdrawn from the auction it will be offered again only at the Auctioneer's discretion. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed. Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed.

3. Payment may be made by cash (In House Only), approved check, bank wire transfer, personal check, or MasterCard/Visa credit cards if customer is known to Case Antiques. Credit cards will not be accepted for international transactions. We reserve the right to require bank checks for large purchases. Buyers not known to us who wish to write a check must provide a "letter of guarantee" from an officer of your bank on original stationery to Case Antiques. This letter should state an exact amount of funds guaranteed and should be presented to the cashier at time of registration. Credit arrangements must be made by the Friday prior to the day of auction so bank statements can be verified. We reserve the right to not issue a buyer's number or to withhold merchandise if appropriate credit has not been established. Case Antiques reserves the right to hold all merchandise paid for by check until such check has cleared and receipt of funds is

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verified. There will be a \$100.00 return check fee on all returned checks. Payment for all purchases is expected at time of purchase. Payment for successful absentee, phone bids, and Liveauctioneers.com bids must be settled by the end of the sale.

4. A 13.5% buyer's premium will be charged to all floor, phone, and absentee bidders if payment is made by cash/check/certified funds/Bank wire transfer (In House Only). Floor, phone, and absentee bidders desiring to use credit cards will be charged an additional 2.5% of the sales price (The "Sales Price" is the hammer price plus the buyer's premium, plus applicable taxes). The buyer's premium on property purchased on Liveauctioneers.com will be in the amount of 16.5% of the successful high bid. All bidding at auction and all purchases will be in U.S. Dollars.

5. All items for this auction are located in Knoxville, TN. Case Antiques does not ship. We are willing to provide names of a carrier and shippers in advance if a purchaser so requests. Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay for all packing expenses, materials, carrier fees and insurance charges. Case Antiques will have no liability for and loss or damage to shipped items. Items must be paid for in full before they will be shipped. Any shipping estimates given are estimates, and are based on shipping within the Continental United States. Delivery and storage shall be available at purchaser's expense and risk. Otherwise, all property should be removed from the premises at the sale conclusion unless prior arrangements have been made with Case Antiques. Purchased items not picked up from our auction facility within ten business days of the auction will be assessed a storage fee of \$10.00 per day. If any employee or agent of Case Antiques shall pack or transport the merchandise, it is fully at the risk, responsibility and expense of the purchaser and Case Antiques shall not be liable for any loss or damage that may be caused by such employee or agent.

6. All purchases are subject to 9.25% Tennessee sales tax unless the Tennessee Department of Revenue Blanket Certificate of Resale form is fully and completely filled out, along with a copy of the resale certificate from your state and received prior to time of purchase. International buyers are responsible for tariffs, taxes, or assessments of shipped items to the buyer's country. For eBay bidders, we must charge sales tax if the buyer lives in Tennessee or picks up in Tennessee. Lots shipped out of state are not subject to TN state sales tax.

7. Absentee/Telephone/Internet Bidding: As a service to our customers, Case Antiques will execute absentee bids if so authorized in writing under the provisions herein specified. Absentee bids should be made on the absentee bid form provided. This form should be clearly and completely filled out and accompanied by a valid credit card. All absentee bids will be executed competitively during the sale. In the event of tie bids between absentee bidders and those in attendance, preference will be given to the attending bidder. If two absentee bidders bid the same amount, the first bid received will be honored. Telephone bidders also should submit a completed absentee bid form. Upon receipt of a properly executed bid form, we will make arrangements to call you just prior to your lot(s) of interest being offered. Make sure that the phone number you have provided is correct and that your line will be open during the auction. Successful buyers will be notified within three (3) days of the sale. Case Antiques will not be responsible for any errors or failures to properly execute absentee or telephone bids. Absentee and phone bids will not be accepted after 12pm on the Friday prior to the sale. All Liveauctioneers.com bidders will require registration and pre-approval. Case Antiques will email each successful registration, within 48 hours of the start of sale. There are no guarantees of successful registration for those bidders attempting to register within 48 hours of the sale. Please contact us directly at (865) 558-3033 to

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register. Your bid is a contract. If you are the successful and winning bidder, you have entered into a legally binding contract to purchase the property. Your registered credit card will be used as payment, unless otherwise requested. Please contact Case Antiques to resolve any questions before bidding.

8. In bidding on any lot offered, the bidder indicates acceptance of these Terms and Conditions of Sale. Title of each lot passes when the auctioneer says, "Sold". The bidder is responsible for knowing on which item(s) he or she is bidding. If unsure, the bidder should inquire, or not bid. When becoming the winning bidder at auction, you have affected a contract and will be expected to pay for items in which you were evidenced to be the successful bidder. After the item is sold, any loss by fire, theft, breakage, or any other cause is the sole responsibility of the purchaser. Merchandise must be packed and transported by the purchaser at his own risk and expense.

9. The Auctioneer reserves the right to accept or reject bids in any increment which the auctioneer deems to be in the best interest of the client, the seller. Absentee and phone bidding for prospective bidders are offered for those who cannot be present at the auction. Please complete the Absentee Bid/Phone Reservation form. Absentee bids left with us are executed competitively and confidentially. Bids left on Liveauctioneers.com are not executed until the item is offered in the live auction and the order in which they are received is not a factor. We target to sell 70-80 lots per hour.

Following are general guidelines for bidding increments:

\$0-\$99 \$10 increments

\$100-499 \$25 increments

\$500-999 \$50 increments

\$1,000-2999 \$100 increments

\$3,000-10,000 \$200 increments

We make every effort to honor all absentee and phone bid reservations, but we are not liable for any losses incurred as a result of failure to execute absentee bids or failed phone reservations.

10. For additional information regarding these Terms and Conditions of Sale, or any other matter relevant to this auction, please contact us: Case Antiques, Inc. 2240 Sutherland Avenue, Suite 101 Knoxville, TN 37919 (865) 558-3033 fax (865) 558-3032 or email at jdcase@caseantiques.com. Telephone inquiries may be made between 9am and 5pm EST, Monday - Friday.