

## **TERMS OF SALE**

By registering to bid or placing a bid you agree to be bound by all these terms and conditions. Any announcements at sale time shall take precedence over any written statements in this auction. All internet bidders agree that bids placed on the Internet shall have the same legal effect as if they were in attendance at the auction in person.

All persons attending the auction, as well as successful bidders removing merchandise assume all risks of damage to person or property and specifically release and indemnify Toronto Toy Auctions and/or its staff from all liability.

**CONDITION OF GOODS** - No statement in any catalogue, bill of sale, invoice, or elsewhere by any representative of, or person in the employ of Toronto Toy Auctions, shall be deemed to be a warranty, representation or assumption of liability with respect to age, condition, size, quality, variety, importance, provenance, or historical relevance of any of the items offered for sale. All property is sold "As Is", and all sales are final. We want you to be satisfied with your purchases. If you have questions about the merchandise the time to ask questions is well in advance of the live auction. No returns are allowed. Bidder shall be the sole judge of value.

**DISPUTES** - The Auctioneer will be the final judge as to which is the successful bidder. In the event of any dispute, the Auctioneer shall, at his discretion, decide to re-open the bidding or not.

**TITLE** – When the auctioneer says "sold" the bidder assumes full responsibility for the merchandise. Title to the merchandise transfers to the Bidder only when the Bidder's payment has been honored.

**PAYMENT** - All accounts are to be settled by the end of the sale. Payment may be made by cash, VISA, MasterCard, money order, traveller's cheque or personal cheque if you are known to Toronto Toy Auctions. All purchases are to be paid for in **CANADIAN DOLLARS**. Those not known to us must obtain **PRIOR APPROVAL** in order to settle accounts by personal or business cheque. Approval will be given on the basis of personal reference from those known to us or upon presentation of a "letter of Guarantee". Toronto Toy Auctions reserves the right to hold all merchandise paid for by cheque until such cheque clears their bank. Bidder further agrees that under no circumstances will he/she initiate a charge back on his/her credit card. All returned cheques will be subject to a \$25.00 service charge.

**REMOVAL OF GOODS** - All property must be removed from the premises on the day of the sale, unless other arrangements have been made in advance. If not so removed, a handling charge of 5% of the purchase price of the items will be payable to Toronto Toy Auctions.

### **HST TAX**

Pursuant to the governing laws, this sale is subject to the collection of taxes unless the purchaser is otherwise exempt. HST of 13% on all purchases not shipped out of province

**ABSENTEE BIDDING** - As a service to our purchasers, we will execute absentee bids if so authorized in writing under the provision that a properly executed Advance Bidding Form is completed and signed.

**DISCLOSURE** - In that the principals of Toronto Toy Auctions and many of their employees are collectors, they may bid on items for their own purchase. The Auctioneer reserves the right to refuse an insufficient opening bid and withdraw the item from the auction. It is understood that Toronto Toy Auctions or its employees may bid on items offered for their own collections. Most items are offered on a unreserved basis. It is understood that some of the items may have a reserve and may be bid-in on behalf of the consignor. In certain cases the Consignor may pay less than the standard commission rate where a lot is bought-in to protect its reserve.

**BUYERS PREMIUM - PLEASE NOTE THAT THERE WILL BE A 10% BUYERS PREMIUM or 15% FOR LIVE ONLINE BIDDERS THROUGH PROXIBID CHARGED ON ALL PURCHASES AT THIS SALE.**

For additional information regarding Terms of Sale or any other matter please contact us at: TORONTO TOY AUCTIONS  
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