

Terms and Conditions Session One- Souter Auction

1. Each lot is sold in accordance with the terms and conditions set out herein.
2. Bidding on an item, using any method, constitutes acceptance of these terms and conditions.
3. Your bid is an offer to purchase. Once accepted by the auctioneer, your bid becomes a binding contract.
4. The auctioneer reserves the right to reject any bid, reopen bidding, withdraw any lot, and resolve any dispute concerning bidding or the sale of property. The auctioneer's determination shall be final. The record of sale maintained by the auctioneer shall be conclusive in the event of any dispute.
5. A lot is sold when the auction platform records the highest bid at the close of bidding. At that time, the successful bidder becomes the buyer and owner of the property and is responsible for payment in full of the successful bid, the buyer's premium, taxes, and any other charges provided for in these Terms and Conditions.
6. A Buyer's Premium of 25% shall be added to the hammer price of each lot for all methods of bidding, including phone, absentee bidding, and all online bidding platforms.
7. Bidders agree to comply with any additional terms or conditions stated for particular items.
8. Packaging, shipping, and insurance are the buyer's responsibility and are not included in the purchase price.
9. Invoices will be sent to the buyers' email addresses on file within 24 hours of the sale's close. Buyers can pay online as soon as they receive the invoice. By the end of pickup on April 18th, 2026, all unpaid invoices will be automatically charged to the card on file.
10. All items in our auctions are sold "As-is, Where-is" and *ALL SALES ARE FINAL. By bidding in this auction, the bidder agrees not to initiate a credit card chargeback and acknowledges that all sales are final.*

Payment

11. Payment is due in US dollars upon receipt of the invoice.
12. Precious metals may only be paid for by cash, check, money order, or wire transfer. Credit cards are not accepted.
13. Purchases will be held until payment clears.

14. Credit cards on file may be automatically charged for unpaid invoices unless prior arrangements are made with the auction house for payment by cash, check, wire transfer, or money order.
15. Payment in person: The auction house will accept payment by check, money order, or cash ONLY.
16. Any returned check or declined credit card is subject to a \$50 fee, and the bidder agrees to such a charge.
17. If payment in full is not received before pickup, the Auction House reserves the right to charge the credit card on file with the online bidding platform used by the buyer for the full purchase price, including buyer's premium and sales tax.

Absentee and Phone Bids

18. Absentee and telephone bidding are offered solely as a convenience to bidders.
19. A limited number of phone lines are available to bidders. These will be assigned on a first-come, first-served basis. Requests for phone bidding must be received by **5 PM on APRIL 13TH, 2026**.
20. **Absentee bids can be accepted until 5 PM on APRIL 13TH, 2026.** Absentee bids will be executed competitively by the auction house. In the case of tied absentee bids, preference will be given to the earlier bid.
21. The auction house shall not be held responsible for any errors or failures in the execution of absentee, phone bids, or online bids through third-party hosts.

Online Bidding Platforms

22. The auction house uses online bidding platforms as a convenience for buyers.
23. Qualifying to bid via online platforms is subject to those platforms' terms and conditions. The auctioneer cannot approve online bidders during the sale.
24. Bidders using online bidding platforms are responsible for complying with all terms and conditions applicable to those platforms, as well as those stated herein.
25. The auction house shall not be held liable or responsible for any outage, errors, or failures in the execution of online bids through online bidding platforms or third-party hosts. In the event of an outage or failure of one or more online bidding platforms during the sale, the auctioneer may, at his sole discretion, continue, halt, or postpone the sale.

Withdrawal of Property

26. The Auction House reserves the right to withdraw property from the sale for any reason and with no liability whatsoever for such withdrawal.

Reserves

27. Some lots may carry reserves or minimum selling prices below which a lot will not be sold. The auction house will execute the consignor's reserve bids. The amount of the reserve shall not exceed the low estimate. Estimates are subject to change at any time before the offering of each lot.

Pick Up of Property

28. All items must be paid for before pickup.
29. Items not claimed by Saturday, April 18th 2026, by 4 PM will be considered abandoned and may be resold or otherwise disposed of without further recourse from the buyer.

Sales Tax

30. Purchasers who bid and pay via online bidding platforms will be subject to sales tax as required by those platforms' terms and conditions.

Condition Reports

31. Buyers are encouraged to contact the auctioneer with any questions before the auction begins. If you have questions about the merchandise, you can ask them before the auction. Thank you for bidding with us. Please get in touch with Mike Hingston for any questions: mike@mhingston.com
32. It is solely the buyer's responsibility to be knowledgeable about the item's condition before bidding. Items are available for preview before the auction. We encourage potential bidders or their agents to inspect lots before the sale. No condition report is a substitute for your own examination of the item.
33. Condition reports are our opinion regarding the condition of the item, given to the best of our knowledge, and are not to be relied upon as a statement of fact.
34. We assume no responsibility for errors and omissions in the condition report.
35. Condition reports, whether given in writing or verbally, are intended as statements of opinion only and are not to be relied upon as statements of fact and do not constitute representations or warranties of any kind.
36. We prepare detailed condition reports at the time of cataloging. Condition reports are subject to change. It is the buyer's responsibility to be aware of any updates, changes, or additions to our posted condition reports before the sale.

37. The photographs provided are an integral part of our condition reports. Faults and defects observed in photos may not be specifically mentioned in a written condition report.
38. Condition reports may not include all faults or defects.
39. All measurements are approximate.