

# TERMS AND CONDITIONS

**By participating in this auction, you (hereafter referred to as the “Bidder”) are entering into a binding contract with Daniel Frank Sedwick, LLC (“Auctioneer”) and agree to the following Terms and Conditions:**

- 1) Each lot will be sold to the highest Bidder unless the reserve or starting price is not met. Bids may be submitted in person or by mail, telephone, fax, email, or live on the Internet until each lot is closed during the live session. All non-live bids must be received before the auction session begins. The Auctioneer or any of its employees individually cannot be responsible for errors in bidding or the loss or delay of any bids that do not reach us by the closing date and time, or for any technical glitches that prevent internet bids from being executed. All bidders must be registered before their bids will be entered. New bidders must register 48 hours prior to the auction so that references can be verified, otherwise their bids may not be accepted. All bids are in U.S. dollars.
- 2) Winning bids will be reduced automatically by the iCollector platform to the next increment above the second-highest bid. In the case of tie bids, the earliest bidder will win the lot. Bidders are advised to provide allowable percentage increases to avoid losing lots due to a tie.
- 3) A winning bid is contract between the winning Bidder (hereafter referred to as the “Buyer”) and the Consignor. The Buyer, even if acting as an agent for someone else, agrees to purchase the lot(s) he has won and to pay the Buyer’s Premium and any shipping costs, sales tax, bank-wire fees, customs duties, or other surcharges involved in delivering the lot(s) to the Buyer. Certain lots (particularly artifacts) may require special packaging and handling, for which a surcharge will be levied (also note shipping calculations will delay invoicing). In some special cases delivery may be arranged directly between the Consignor and the Buyer, at the buyer’s cost. At no time shall the Buyer have any legal recourse against the Consignor for any reason. **Buyers will be notified as soon as possible after the sale with an invoice reflecting the total amount due and shall remit payment within two weeks of notification or within one month of the date of the first session of the auction, whichever is sooner.** Buyers who do not receive notification for whatever reason are NOT released from their obligation to pay on time. If payment has not been received within these terms, the Auctioneer reserves the right to sell the lot(s) to any under-bidders for their lower bid amounts. If the winning bidder provides a credit card before the sale, Daniel Frank Sedwick, LLC reserves the right to charge the credit card for the total of the auction purchases if payment has not been received within fourteen (14) calendar days. Title to each lot does not pass until the item has been paid in full. **Any late payments (one month past invoice date) will be assessed an accrued interest charge of 5% per month.**
- 4) Lot pickup will be available after the auction (not during). Any lots not picked up in person (unless other arrangements are made) will be sent to Buyer via U.S. Mail when the invoice has been paid in full. All domestic shipments will carry full insurance, but foreign shipments are made at the Buyer’s risk (insurance available in some cases). Daniel Frank Sedwick, LLC is responsible for loss or damage to lots only up until they are received at the address to which they are sent; any transshipment from there is the buyer’s responsibility alone. Any special instructions for shipping, delivery or payment must be in writing (letter, fax, email or text) and will be effective only upon confirmation by us (verbal requests may not be honored). **Generally, lots will be shipped in the order in which they are paid.**
- 5) A **Buyer’s Premium of 19%** will be added to the winning bid for the total purchase price before any applicable taxes, fees or surcharges. **Any payments by credit/debit card or PayPal will incur a 3% surcharge on the total.**
- 6) Acceptable forms of payment are cash, check, money order, wire transfer, direct deposit, PayPal, Visa/MC, American Express and Discover. All payments by check or money order should be made payable to Daniel Frank Sedwick, LLC. **Payments per auction and per buyer are limited to the following amounts: PayPal (to auction@sedwickcoins.com), \$2,500; credit card, \$10,000; checks, \$100,000 (must be paid via wire beyond that).** All payments shall be in U.S. dollars drawn on a U.S. bank. Please contact us for instructions for wire-transfer payments, for which bank charges may be necessarily added to the amount to be paid, generally depending on the country from which the wire originates.
- 7) New bidders who do not have established credit with us must supply commercial references in the numismatic field and/or a 25% deposit. Credit cards are acceptable in lieu of a deposit. If your bids are unsuccessful, your deposit will be refunded, but if you are a winning bidder, your deposit will be applied to your purchase unless other arrangements are made. **Any bidders with an overdue balance with Daniel Frank Sedwick, LLC must complete payment of their previous balance before their bids will be accepted.**
- 8) Bidders have several options for bidding method: Bids prior to the auction may be submitted by mail, fax, email, or in person, or by bidding online directly on iCollector or via SixBid or NumisBids. During the live auction, bids may be executed only in person or by phone, by prior appointment. Phone bidding is offered only as a courtesy and we do not

guarantee any line condition or accessibility during or before the auction. You must remain available to receive our call when the lots you wish to bid on come up.

- 9) Most lots are unreserved, but some lots do have a reserve or minimum bid assigned by the consignor. Any reserve will generally be at or below the stated low estimate and starting price. All estimates are given in U.S. dollars.
- 10) As an active dealer, Daniel Frank Sedwick, LLC is able to estimate a reasonably low wholesale level for each lot and reserves the right to reject any bids below this level (generally at least 70% of low estimate). Furthermore we reserve the right to reject any bids that we have reason to believe are not submitted in good faith. Starting bids are provided on iCollector when the auction is published, and bids below those starting bids cannot be entered. Prices realized do not necessarily reflect accurate market values so much as what the high bidder is willing to pay based on his own needs.
- 11) All items are guaranteed genuine and as described. Daniel Frank Sedwick, LLC does NOT guarantee that any lots can be successfully encapsulated. Auctions are NOT approval sales, and therefore returns will NOT be accepted UNLESS there was an error in the listing. Note that grading and estimation of corrosion are subjective and differences of opinion cannot be considered errors. **Lots encapsulated by PCGS, NGC or any other third-party company may not be returned for any reason.** Disputes as to authenticity shall be resolved by submission to PCGS or NGC, and if their determination is inconclusive, then the opinion of Daniel Frank Sedwick, LLC shall stand. Any disputes, including proposed returns, must be brought to our attention no later than 2 days after receipt of the lot(s) by the Buyer and BEFORE return shipment to us, with any applicable refunds to be made immediately upon receipt of the returned item(s) by us. All returns must be received by us in unaltered condition and in their original, unopened, sealed flips no later than one month after the date of the first auction session (note that late remittance, therefore, can negate return privileges). Any refunds for returns paid for by credit card and PayPal will be subject to a 3% return fee. In the event of loss or damage, Daniel Frank Sedwick, LLC's liability shall be limited to the hammer price plus buyer's fee only. NGC or PCGS census data ("finest known," etc.) are given based on the date of cataloging and are not presumed to be accurate forever. **Note that any group-lots returned due to error in listing must be returned in entirety. Where not already included in the lot description, we will provide our own certificate of authenticity upon request by the buyer for a fee.**
- 12) In case of loss or theft the guaranty is limited to either the reserve price (if unsold) or the hammer price plus buyer's fee (if sold). Any extra expenses incurred by the winning bidder or consignor in order to bid, inspect, consign or pick up the lots are not covered and are the sole responsibility of the winning bidder/consignor. Any potential or speculative value is not guaranteed.
- 13) Lots may be inspected before the auction at our private office in Winter Park by appointment only during our office hours of Monday through Friday, 10 a.m. to 4 p.m. High-quality photos of all items are viewable on our website and on iCollector 24 hours a day, 7 days a week. All photographs in the catalog and online are of the actual lots being sold but may not be actual size or to scale. Color and brightness of online photos may vary according to your monitor and video-card specifications.
- 14) If buyer does not supply a Florida resale certificate, then Florida sales tax will apply as follows: If picked up in person, 6.5% will be added to the total (hammer plus buyer's fee) for all items that are NOT coins or bullion, and to all non-U.S. coins whose total is less than \$500. Same applies to lots shipped to Florida addresses, but the rate (6% to 7.5%) will be according to county of delivery. There is no Florida sales tax on U.S coins or on any lots shipped out of state.
- 15) All bidders and consignors acknowledge and agree that the Auctioneer (Daniel Frank Sedwick, LLC) does NOT guarantee that auctions will be unimpaired, uninterrupted or error-free and accordingly shall not be liable for such eventualities. Any errors in the printed catalog will be rectified on the website and iCollector as they come to our attention, and those corrected listings shall be deemed the binding descriptions at the time of the auction. The Auctioneer in its sole and absolute discretion may accept or decline any bid, remove bids and reopen bidding, withdraw lots, or change lot sequence or bidding increments at any time, even after the winning bid and winning bidder have been announced. Any bidding disputes shall be adjudicated by the Auctioneer, whose decision shall be deemed binding and final.
- 16) This auction is conducted in accordance with the auction laws of the State of Florida. The licensed auctioneer is Daniel Frank Sedwick, AU#3635, AB#2592. The Auctioneer and Bidder agree that the venue for all claims and disputes shall be the applicable court having jurisdiction in Orange County in the State of Florida, and that the prevailing party shall be entitled to all attorneys' fees and costs. THE BIDDER AGREES TO WAIVE THE RIGHT TO A JURY TRIAL.
- 17) All Bidders must meet Auctioneer's qualifications to bid. Any Bidder who is not a client in good standing of the Auctioneer may be disqualified at Auctioneer's sole option and will not be awarded lots. Such determination may be made by Auctioneer in its sole and unlimited discretion, at any time prior to, during, or even after the close of the Auction. Auctioneer reserves the right to exclude any person or company from the Auction. Daniel Frank Sedwick, LLC reserves the right to reject any bids suspected not to be submitted in good faith. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.