

# ***RBFineArts CFL Inc. Shipping, Payment & Auction Policies!!!***

## **Please make sure you have read the Terms and Conditions before you**

**bid!** Any registration and/or bid placed by you does guarantee RBFineArts CFL Inc. you have read and will abide by the following Terms and Conditions of the sale.

DUE TO A RECENT INCREASE IN FRAUDULENT ACTIVITIES FROM BUYERS IN OUR AUCTIONS THE BELOW TERMS AND CONDITIONS WILL BE STRICTLY ADHERED TO!!!

Please note shipping is not included in the sale, you will have to pay for shipping. If you are not satisfied with our shipping options, please arrange shipping for your item and contact us about the shipping details.

RBFINEARTS SHIPPING IS OUR DEFAULT PACKING AND SHIPPING PARTNER. All lots will be released to them once payment has been received unless we are notified by email. No property will be released until payment is made in full.

RBFINEARTS CFL AND RBFINEARTS SHIPPING ARE TWO SEPARATE COMPANIES!!!!!! || RBFineArts Shipping 375 E Burleigh Blvd., Tavares, FL 2778 shipping@rbfinearts.net or 877-660-3243. || Alexandria is the manager of RBFineArts Shipping Inc., and you may contact her VIA EMAIL with any quotes or questions.

## **Please make sure you have read the Terms and Conditions before you**

**bid!** Any registration and/or bid placed by you does guarantee RBFineArts CFL Inc. you have read and will abide by the following Terms and Conditions of the sale. All sales are recorded. These Terms and Conditions control this Auction in all regards and supersede all previous announcements, advertisements, catalogs, and published information however distributed. All announcements from the Auction block will take precedence over any Internet description or printed material.

RBFineArts CFL Inc. internet descriptions and printed materials are meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, condition, description, weight, count, or measure of any of the lots specified herein. We are not an authentication service. We can only declare the work as attributed to based upon the factors mentioned in the specific lot listed. Please make yourself familiar with the merchandise you are bidding on, and again, the Terms and Conditions of the sale. RBFineArts CFL Inc., in its role as sales agent for individuals, estates, trusts, public and private institutions, and other individuals and entities, sells consigned property. Bidders are encouraged to carefully inspect all items prior to bidding. All items offered for sale are available for preview and inspection prior to the sale. By registering for a sale and bidding on an item or items in a lot or entire lot, you are representing that you or your agent have examined the item as fully as you desire and that you are specifically waiving any rights to rescind your final bid after the item(s) or lot is declared sold or to rescind the contract created as a result of the Auction sale. The items sold are often of considerable age and will exhibit wear, show usage, and/or damage often NOT LISTED IN THE CATALOG ENTRY. The absence of condition remarks in the catalog entry DOES NOT mean the item is in perfect condition. PLEASE ASK FOR A CONDITION REPORT AND MORE PICTURES IF YOU HAVE QUESTIONS ABOUT THE ITEM. Please determine condition, genuineness, and/or authenticity BEFORE you bid as all items are sold AS-IS, Where-is! ALL SALES ARE FINAL! WE DO NOT GIVE REFUNDS ON A SOLD ITEM.

All sales are final, and all property is sold "as is." RBFineArts CFL Inc. does not give refunds. \*We reserve the right to amend our terms and conditions at any time without notice.

PAYMENT: Auction purchases must be paid in full within 3 Business days of the auction. Please let us know if you have a problem making payments as we will work with buyers. Processing fees on invoices are charged as a convenience fee to pay your invoice. There is a processing fee via platform payments that is reflected on the invoice, please see the individual invoice. Please contact RBFineArts CFL Inc about receiving a credit card authorization form. A 3.7% processing fee is required to run the card.

ALL PRECIOUS METALS (INCLUDING BUT NOT LIMITED TO: JEWELRY, GOLD, AND SILVER), GEMSTONES, WATCHES, VEHICLES, WEAPONS (INCLUDING BUT NOT LIMITED TO FIREARMS AND KNIVES), AND DECORATIVE WEAPONRY MUST BE PAID VIA BANK WIRE TRANSFER OR CERTIFIED CHECK. ANY INVOICE OVER \$3000.00 REQUIRES A BANK WIRE TRANSFER OR CERTIFIED CHECK. ALL INTERNATIONAL BUYERS ARE REQUIRED TO PAY VIA BANK WIRE TRANSFER OR CERTIFIED CHECK. THERE ARE NO EXCEPTIONS TO THIS POLICY. \*

PLEASE NOTE, WE WILL ALLOW 72 HOURS FOR FULL PAYMENTS, WE WILL CALL YOU AND IF THERE IS NO CONTACT, WE WILL EMAIL YOU DIRECTLY WITH FINAL NOTICE. WE WILL THEN PROCEED TO FILE AN UNPAID CASE ON ALL ACCOUNTS WITH NO EXCEPTION UNLESS ARRANGEMENTS ARE MADE OTHERWISE! \*

We accept:

Bank Wire Transfer: (Fees are not included in the invoice), [Zelle- user ID info@rbfinearts.net](mailto:Zelle-user ID info@rbfinearts.net), PayPal ☹️  
We DO NOT use Friends and Family invoicing), Certified Checks, Credit Cards: Visa, MasterCard, American Express, and Discover.

Autopay: If you have a card on file with Live Auctioneers, it will be automatically charged 72 hours after you receive your invoice. The buyer is responsible for communicating with RBFineArts CFL Inc. if they are paying with an eCheck, bank wire or other means so your credit card is not processed with autopay.

SALES TAX: Online purchases from RBFineArts CFL Inc. may be subject to sales tax. Please see the following for more details. If you are tax-exempt, you can submit your tax-exempt certificate to prevent the collection of tax. a) Out of state taxes: As a result of recent and ongoing legislation, most U.S. states now require businesses to collect and remit sales tax on online purchases made from their states. Regardless of where sellers are located, they are required to charge tax on internet orders if the state mandates it. Each state has different requirements and thresholds on what is taxed and how much. Note that purchases shipped to or picked up in states that do not impose sales tax will not be subject to tax. b) Sales Tax Exemption: Lake County Florida state sales tax is 7%. Applicable Sales or use taxes will be added to the purchase price of taxable purchases. To be sales tax exempt, a current sales tax exemption certificate, including sales tax exemption number, must be presented to RBFineArts CFL Inc to avoid paying sales tax.

AUCTION CATALOGS: Catalogs, brochures, and internet descriptions are guides only based on information from sources believed to be reliable, but their accuracy cannot be guaranteed or warranted. The auctioneer will not be liable for any errors or omissions. Statements made by the Auctioneer and/or staff of the Auctioneer, whether oral or written, are only opinions and should not be construed as statements of fact. All measurements are approximate. a) Rugs: RBFineArts CFL Inc does not guarantee the names or patterns of any Oriental rugs. All rug dimensions are approximate. b) Jewelry: Regarding jewelry, all weights, grades, sizes, and metal content(s) are approximate. c) Clocks and Watches: Due to their delicate nature, all clocks and watches are sold as not working even though they may be working. d)

Antiques: Antiques, by the very nature of their age, have wear that reflects their years of use. As a result, honest wear from use is to be expected and is sometimes the proof that an item is an antique. Normal wear will not be noted in the description. e) Artwork: Because artwork is known to be copied from pre-existing examples, the dating of such objects is often difficult to ascertain, and opinions vary from expert to expert. Due to this, RBFineArts CFL Inc strongly suggests all potential bidders or a representative to meticulously inspect any and all items prior to bidding. Any reference to a specific time period and/or culture are only the opinion of RBFineArts CFL Inc and are not a guarantee of authenticity. If the bidder or a representative cannot inspect an item in person prior to the auction, then RBFineArts CFL Inc strongly suggests that you do not place a bid on the lot.

Buyers who would like to know the fine points regarding the condition should call 877-660-3271 or (352) 508-5738 or [info@rbfinearts.net](mailto:info@rbfinearts.net), prior to the auction. RBFineArts CFL Inc advises buyers to examine the item before placing a bid. All other guarantees of authenticity of authorship, expressed or implied, are hereby disclaimed. We are not an authentication service. We can only declare the work as attributed to based upon the factors mentioned in the specific lot listed. There is no other warranty, expressed, or implied. Each lot is sold AS IS. All sales are final, and all property is sold "as is." RBFineArts CFL Inc. does not give refunds.

Note: If an unpaid item/s has been relisted in a future auction catalog there will be a \$100.00 removal penalty per item, plus any storage penalties, before it will be released for shipping or pickup. If the item/s has not been relisted there will only be storage penalties of \$10.00 per item per day before it can be released for shipping or pickup.

REGISTRATION: Bidder must register for the Auction before his/her bid will be accepted. Proper identification and credit card information will be required. The auctioneer reserves the right to refuse to register any prospective bidder for any reason.

CUSTOMER AND CLIENT CONDUCT: While visiting our gallery to preview auction items, to pick up any items, or to drop off any items, should you act in a way that causes offense or might cause danger to others or which risks damage to property belonging to others you will be asked to promptly leave, and face law enforcement being called on you. Further, RBFineArts CFL Inc reserves the right to hold you liable for reimbursement for any expenses incurred because of any damage or injury. We expect all correspondence by phone or online to be respectful, any rude, harassing, or offensive behavior may result in actions including canceled sales and/or being blocked on all bidding platforms and in extreme cases being reported to law enforcement.

Any request to alter documents with the intent to defraud insurance or government entities will be summarily declined and reported to appropriate authorities.

ABSENTEE BIDS: Please adhere to the bidding increments. It is possible that an item could go to another bidder for the same amount as your absentee bid. For example, if your maximum Internet bid on an item is \$325.00 and the required opening bid is \$300.00, the Internet auction software will only bid \$300.00 since that is all that is required to start the Auction. The Auction begins with you at \$300.00. The next increment would be \$325.00, if no one else bids you will be declared the winner. If a live auction bidder bids \$325.00, they are at \$325.00, not you. We always encourage bidders to bid by phone or to leave absentee bids through our gallery to avoid this. To make an absentee bid with our physical location instead of an online absentee bid, please call the storefront at 1-877-660-3271 or (352) 508-5738.

AUCTION PROCEDURES: RBFineArts CFL Inc. auctions items at approximately 60 lots per hour. Occasionally, the bidding software or your internet connection may not be able to keep up with the pace of the auction or the floor may respond before the internet bid is presented to the auctioneer. We

recommend placing a realistic absentee bid for the live Internet auction before the auction begins as insurance to avoid this. Occasionally, the Auctioneer may eliminate or reject an Internet bid, or the auctioneer may reopen a lot after the close of the live internet bidding. In this case, we may reject your bid even if it shows you as the winning bidder. By bidding via the internet, you agree that RBFineArts CFL Inc. may award the lot to another bidder at its sole discretion under the circumstances described above or any other reasonable circumstances. Internet bids are treated just like floor bids. The Auctioneer reserves the right to reject any bids that are deemed inappropriate or withdraw any item before or during the sale. In the unlikely event that internet connection is lost during a live Auction, RBFineArts CFL Inc. Auction Services reserves the right in its sole and absolute discretion to cancel the remainder of the auction.

**ESTIMATES AND RESERVES:** Pre-sale estimates are intended as guides and may not be reflective of the actual gavel price. Some of the items in this Auction are subject to a reserve. The reserve is a confidential minimum price agreed upon by both the consignor and RBFineArts CFL Inc. Buyers should assume that all listed items are reserved unless otherwise stated. We reserve the right to bid on behalf of consignors up to, but not more than, the reserve to protect against selling at a price below the reserve. This will be accomplished as necessary by a proxy placing successive bids, or bids in response to buyer's bids. Auctioneers reserve the right to invoke Auctioneer's discretion at any time during the bidding process. If any dispute arises after the sale, the RBFineArts CFL Inc Auction Services sale record is final and conclusive.

**PICKUP:** Upon pick up the buyer, or their contracted third-party pick-up company, will be presented with a release stating that they acknowledge all items purchased were available to be inspected and by signing confirm they find no fault with the items and agree to all terms and conditions presented by RBFineArts CFL inc. auction including the condition of the items and that all sales are final. The buyer accepts that we cannot insure or guarantee any items not packaged or wrapped by RBFineArts CFL Inc or RBFineArts Shipping Inc. unless specifically stated. RBFineArts CFL Inc. and RBFineArts Shipping Inc. will not cover issues with items arising from a previous repair, structural deficiencies, or any subsequent damage from any incident. RBFineArts Shipping Inc. will not guarantee delivery or receipt of any item picked up by a third-party company.

**SHIPPING AND PACKING & INSURANCE:** RBFineArts CFL Inc. uses a 3rd party shipping and packing company, RBFineArts Shipping, as our default packing and shipping partner. RBFineArts CFL Inc. is not making any warranty, guarantee, or promise as to the performance of RBFineArts Shipping Inc. Arrangements and costs are the sole responsibility of the buyer. || a) Shipping Estimates: Shipping estimates can be obtained by emailing pertinent Auction information such as the auction lot number, and the auction date along with the buyer's zip code or country. No items will be released prior to an auction for the purpose of obtaining a shipping quote. b) Transportation of buyer's items: The buyer is responsible for paying for shipping, packing, and transport, etc. RBFineArts CFL Inc. is not responsible for packing, shipping, or transport of any items from buyer's invoice. c) Release of Items: No property will be released until payment is made in full.

Any shipping or insurance issue(s) is between RBFineArts Shipping Inc. and the buyer. RBFineArts CFL Inc. is not responsible for any denied claims from the shipping offices.

RBFineArts CFL Inc. (online auction) and RBFineArts Shipping Inc. (packing and shipping) are TWO SEPERATE companies and SHOULD NOT be assumed to be the same business.

**STORAGE AND HANDLING FEES:** Items must be picked up either by the buyer or a shipper within fourteen (14) days of payment. Items remaining at RBFineArts CFL Inc.'s offices at the expiration of fourteen (14) days past payment will be subject to storage fees of \$10 per day per item. All storage fees must be paid before item/s will be released to a shipper or for pick-up. Any items remaining thirty (30)

calendar days following the date when the buyer completed payment on an invoice will be considered Abandoned Property of items on that invoice and will be donated at our discretion.

**LEGAL DISPUTES:** Bidder agrees that any controversy or claim arising out of this Auction, or any related dealings with RBFineArts CFL Inc or Seller must be resolved by final and binding arbitration with no appeal is permitted except as provided by Florida statute in the State of Florida in and for Lake County. The parties voluntarily waive their rights to seek traditional remedies in any court including the right to a trial by jury. The prevailing party will be entitled to collect from the other all costs associated with the arbitration, including reasonable attorney's fees. Notwithstanding, this requirement for binding arbitration, the parties agree on RBFineArts CFL Inc, and Seller retain their right to pursue a traditional lawsuit against any Buyer for the collection of any payment due to them by RBFineArts CFL Inc for any purchase at the Auction and it is agreed that in that event the defaulting bidder will be responsible for all RBFineArts CFL Inc and/or Sellers costs of collection including reasonable attorney's fees of thirty-three and one-third percent (33.3%), plus a finance charge of two percent (2%) per month (24 percent per annum) from the date of the auction until the balance is paid in full.

**DAMAGE AND/OR LOSS:** Auctioneer will have no responsibility for any loss or damage resulting from RBFineArts CFL Inc staff carrying, handling, or loading any item(s) for any person. RBFineArts CFL Inc is not liable for damage or loss of items not removed after the auction per Terms and Conditions.

**ACCEPTANCE OF TERMS:** Registering to bid and or placing a bid of any kind indicates to us that the bidder has a full understanding of the terms and conditions and accepts these terms along with the agreement to be so bound. Terms may not be amended in any way except by a signed, written agreement between RBFineArts CFL Inc and Bidder. If there is anything relevant to this Auction that you do not understand, please ask RBFineArts CFL Inc staff to assist you. The staff members of RBFineArts CFL Inc want your experience to be a smooth and positive one. || If any disputes arise after the sale, the RBFineArts CFL Inc Auction Services sale record is final and conclusive. RBFineArts CFL Inc reserves the right to cancel any sale or remove any item prior to, or post-auction for any reason deemed necessary.