

2020 Cape Cod Museum of Art Terms & Conditions of Art Sales

- 1. Correctness of Description:** Cape Cod Museum of Art, inc. (hereinafter referred to as CCMoA) has exercised reasonable care to catalog and describe correctly the property to be sold, but neither CCMoA nor its consignors warrant the correctness of description, attribution, authenticity, or condition of said property. No statements shall be deemed such a warranty or representation or an assumption of liability with respect thereto, but are to be construed as opinions only. Potential buyers are encouraged to personally examine all property to be sold prior to purchasing.
- 2. CCMoA reserves the right** to withdraw any property before the sale.
- 3. Determination of Sale:** The first offer accepted by the CCMoA shall be the buyer. In the event of any dispute between buyers, the CCMoA may determine who is the successful buyer. The CCMoA can make a determination in the event of a dispute and the decision shall be final.
- 4. Rejection of Sale:** The CCMoA reserves the right to reject any sale which, in the representatives opinion, is not commensurate with the value of the article being offered. The CCMoA may refuse to issue purchasing privileges to any person not in good credit standing with CCMoA, or to any person who is deemed by CCMoA in its sole discretion, to be disruptive of or harmful to established art sale practices, either before or after the acceptance of purchase.
- 5. Transfer of Title:** Except as herein otherwise provided, title will pass to the buyer as determined by the CCMoA, and the property is thereafter at the purchaser's sole risk and responsibility.
- 6. Payment:** On title passing to the buyer with acknowledged by the CCMoA, and subject to all the conditions set forth herein, such buyer will thereupon pay the full purchase price. Payment in full is due at the time of sale. Any bills not paid in full within 25 days of the date of the sale will accrue interest at a rate of 1.5% per month. In addition, the purchaser may be subject to one or more of the following actions: a) Any and all legal remedies available to CCMoA and its consignors by law including without limitation the right to hold the purchaser liable for the total purchase price; b) Immediate cancellation of the sale, with CCMoA retaining as liquidated damages all payments made by the purchaser; c) Resale of the property at public auction, wherein the original purchaser shall be liable for any deficiency, costs, and CCMoA's commission on both sales. At CCMoA's option, payment will not be deemed to have been made in full until CCMoA has collected funds.
- 7. Orders:** Subject to these Conditions of Sale and to such terms and conditions as it may prescribe, but at no charge to the customer, CCMoA will undertake to execute all purchases submitted to it by a customer who has established credit with said company. Requests for such purchases must be given in writing with such clearness as to leave no room for misunderstanding as to the amount to be paid with the name or title of the article to be bid on. Telephone purchases must be confirmed in writing or by cable. All purchases are kept in strict confidence. In the event of identical purchases, the earliest received by CCMoA will take precedence. CCMoA shall not be held responsible for errors or failure to execute purchases. CCMoA shall not be held responsible for any failure to properly execute such a purchase whether it be due to equipment failure or failure to hear or understand the purchasers directions. Any advice or opinions provided by CCMoA or its employees are given strictly as a courtesy and are not a warrant of condition, attribution, authenticity, or description of said property. All purchases by telephone is solely at the risk of the buyer.
- 8. Condition:** If for any cause whatsoever any article sold cannot be delivered, or cannot be delivered in as good condition as the same may have been at the time of sale, due to a failure or damage on the company's part, the sale will be cancelled, and any amount that may have been paid on account of the sale will be returned to the purchaser. EXCEPTION: CCMoA will not be held responsible for damage to picture frames.

9. Sales Tax: All purchases are subject to the Massachusetts sales tax (currently 6.25%) unless the purchaser: A) possesses a Massachusetts sales tax exemption or resale number and registers that number with the company, B) is an out-of-state vendor who meets all the requirements of Massachusetts Department of Revenue GLC 64H 1(5) and Directive 89-10 and registers with the company prior to each purchase, or C) has purchases shipped out of state (with the exception of Connecticut and New York) directly from CCMoA by a bona fide shipping agent. Connecticut residents having purchases shipped to their Connecticut address are responsible for CT state sales tax (currently 6.35%). New York residents having purchases shipped to their New York address are responsible for NY state sales tax (currently 4.0%). Due to the 2018 U.S. Supreme Court ruling in South Dakota v. Wayfair, residents of other states may be required to pay their state sales tax on purchases as we meet each state's nexus requirements. Dealers, museums, etc. can apply for a Massachusetts number prior to the auction by contacting the Massachusetts Department of Corporations and Taxation, 100 Cambridge Street, Boston, MA 02204.

10. Collection of Purchases: Delivery or shipping arrangements must be made within seven (7) days from the date of purchase for all purchases. All items must be removed from CCMoA's facility within fourteen (14) days of the end of the exhibition. All items remaining after fourteen days may be subject to a \$5/per item/perday storage fee. No items will be released unless storage fees are paid in full. Items remaining over thirty (30) days from the close of the exhibition may be sold for the buyer's account minus auction and storage fees.

11. Packing for customer pickup: Purchasers are advised that packing and/or handling by CCMoA's employees is undertaken solely as a courtesy for the convenience of customers. In the case of fragile articles, it will be undertaken at the sole discretion of the company. Handling and packing by CCMoA is at the risk of the purchaser. Shipping: When requested, CCMoA may arrange shipment of paid purchases. CCMoA will not be responsible for damage or loss once the item has been received by the shipper. In the case of fragile articles, shipping will be undertaken at the sole discretion of the shipper. All shipping costs will be the responsibility of buyer and must be paid before shipment to buyer.

12. These Conditions of Sale cannot be altered except in writing by CCMoA or by public announcement by the a CCMoA representative at the time of the sale.

13. A Commitment to Purchase any article(s) indicates acceptance of the terms set forth above.

14. These Conditions of Sale and any suits arising thereunder shall be construed and governed by the laws of Massachusetts.

Invoice Payment: If there is no response to an invoice sent to the purchaser, their credit cards may be charged 4 days after an invoice has been sent.

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