

Terms and Conditions

Bidder/Buyer Terms and Conditions

1. Interpretations and Definitions: the following terms generally apply within these Terms and Conditions; other terms are defined within specific sections following:

Auctioneer - the firm TimeLine Auctions Ltd ("TimeLine" hereafter) or its authorised auctioneer, acting as Agent for the Seller. TimeLine is a company registered in England and Wales (company no: 06873501) with registered office at The Court House, 363 Main Road, Harwich, CO12 4DN, UK. The website and telephone number are <https://timelinauctions.com> and +44 (0) 1277 815121.

Agent - a person or body acting on behalf of another.

ALR - Art Loss Register - All lots with an upper estimate value of £1,500 and above and all ancient Western Asiatic lots are searched against the Art Loss Register database.

Auction - a sale event whether taking place live in real-time or of extended duration (Timed Auction).

Bid - a sum offered by a Bidder to purchase the Lot.

Bidder - the person offering a Bid.

Buyer - the Bidder who the Lot is Knocked Down to.

Buyer's Premium - the percentage of the Hammer Price payable by the Buyer to TimeLine in accordance with clause 19.

CITES - Convention on International Trade in Endangered Species.

Data Protection Legislation -all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (83) (GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any and all applicable national data protection laws made under or pursuant to the GDPR, as may be amended or superseded from time to time.

Date of Sale - the date on which the Auctioneer Knocks Down the Lot.

Group - any Lot comprising more than one item.

Hammer Price - the amount of the winning bid when Knocked Down by the Auctioneer to a Bidder.

Knock(ed/ing) Down - the act of the Auctioneer in bringing the Hammer down to complete the contract for the sale of the Lot to the Bidder submitting the highest bid.

Lot - the goods for sale.

Purchase Price - the total sum due for any Lot, including the Hammer Price, the Buyer's Premium, any internet bidding fees, any shipping charges, taxes, duties or any other costs payable to TimeLine.

Registered Bidder - a Bidder who has registered with TimeLine for the purpose of taking part in any Auction. Reserve Price - the minimum Hammer Price at which a Lot may be Knocked Down.

Seller - the person offering the Lot for sale.

Title - legal rights of ownership of the Lot.

2. Application: the singular includes the plural and vice versa and any reference to 'he', 'she' or 'it' applies to all of them.

3. Basis of Contract:

a. These Terms and Conditions apply to the exclusion of any other terms that the Bidder/Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

b. Each Buyer is required to carefully read the Terms and Conditions before offering a bid. When a Buyer makes a bid he/she acknowledges that he/she has read, understood and accepted these terms.

c. TimeLine does not act for or give advice to Bidders/Buyers.

4. Dimensions, weights and colour: all dimensions and weights (including ring sizes) are approximate and are for general guidance only; a single dimension given is normally the greatest dimension for the piece(s). Although TimeLine have made every effort to precisely display the colours and condition of a Lot, TimeLine does not guarantee that a device displays them accurately. The Lot may vary slightly from those images.

5. Condition: A condition statement for lots is not given in the catalogue, printed or on-line. This does not infer that any lot is free from faults and prospective bidders must satisfy themselves entirely as to the full condition of each piece before placing bids. Condition Reports may be requested for any lot but are given only for general guidance and are inevitably subjective in character. Requests for Condition Reports should be made as early as possible; requests received at a late time may not be available before the lot is offered.

Bidders are encouraged to carefully examine in person any Lot(s) for which they intend or do Bid for. It is not possible to note all marks or defects and neither TimeLine or the Auctioneer make any guarantee as to the physical quality or condition of any Lot(s).

6. Dating: dates may be given in several forms, as examples below:

527 AD - an item that bears a date upon it or that can otherwise be dated with precision;

6th century AD - an item that can be dated with considerable confidence to a specific period;

Circa 6th century AD - an item that can be approximately dated by comparison with other pieces;

Probably 6th century AD - an item that is likely to be of this period in the light of similar pieces;

Possibly 6th century AD - an item that might be of this period by comparison with items of a broadly similar character; and

Undated - no date is known or suggested for the piece.

6th Century AD or later - an item is dated to a specific period but may also be a revival of style of a later date.

7. Attributions: works of art attributions may be given in several forms, as examples below:

Signed - a work bearing the signature of the named artist;

Attributed to - a work of the period of the artist which may be in whole or in part the work of the artist named;

Circle of - a work of the period of the artist and showing his influence;

Follower of - a contemporary or nearly so work executed in the style of the artist;

Manner of - a work executed in the style of the artist but of a later date; and

After - a copy of any date of a work of the artist.

8. Other Descriptive Matters: some other words or phrases are used descriptively, as examples below:

Style - an item made in the style of an earlier age but thought to be probably of later date.

Archaistic - an item made in the style of a much earlier age;

Grand Tour - an item usually of some age but in the style of an earlier age;

After the Antique - an item made as a reproduction, usually of quite modern date; and

Faux - used descriptively when the material used is probably imitative in character.

9. Lots including Archaeological or Cultural Property: a UK export licence from the Department for Digital, Culture, Media and Sport, is required for Lots originating from UK soil or territory leaving the UK and for such Lots of non-UK origin when leaving the EU. TimeLine will make applications for the necessary Cultural Property Export Licence as a 'free of charge' service to Buyers, where the Export Licence is legally required. If a Buyer requests for TimeLine to apply for an Export Licence where this is not legally required, an additional fee of £24 (VAT inclusive) will be invoiced to the Buyer. Buyers are advised to check concerning any Regulations applicable in their country of residence regarding importation and to enquire prior to bidding. The deferment of any Export Licence shall not be reason to cancel any bid nor to delay payment.

10. Lots including materials from Endangered Species: Buyers are responsible for obtaining a CITES licence when required for the export from the UK of any item(s) made of or containing materials such as ivory, tortoiseshell, rhinoceros horn, whalebone, etc.

11. Import Licences: Buyers are responsible for checking and ensuring compliance with any regulations applicable in their country of residence regarding importation.

12. Copyright: all cataloguing text, images and other material published by TimeLine whether physically or electronically is the property of TimeLine and may not be reproduced, stored in any retrieval system or otherwise transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written consent of TimeLine.

13. General Conduct of Auction: TimeLine shall have absolute discretion as to lots offered for sale, lots withdrawn and the conduct of any Auction. TimeLine shall have absolute discretion to refuse entry, decline bids and expel any person from the Auction whether present in person or by agent or proxy or attending by way of any electronic media or telecommunications.

14. Viewing: all Lots are available to view. All prospective Bidders are advised to view any Lot(s) prior to bidding and the Bidder must form their own opinion before bidding. Public viewing arrangements will be advised in advance of the Date of Sale and private viewing can be arranged at the TimeLine premises by appointment.

15. Lot Descriptions: all Lots are offered 'as seen' and 'as is' and are available for inspection. The Buyer is obligated to make all and any enquiries he wishes as to the accuracy and authenticity of any sale description (including Condition, Dating and Attributions, as set out in clauses 5-7). The principle of caveat emptor applies except where expressly excluded by operation of law. While materials (such as catalogues) are vetted by an external committee of experts, TimeLine do not make or give any guarantee, warranty or representation or undertake any duty of care in relation to the description, illustrations or photographs of any Lot, including condition, quality, provenance, authenticity, background, style, period, age, origin, value and estimated selling price. TimeLine undertakes no obligation to examine, investigate or carry out any tests either in sufficient depth or at all to establish the accuracy or otherwise of any description or opinions given by TimeLine whether in the catalogue or elsewhere. Lots comprising Groups are sold strictly subject to them not being returnable for any reason whatsoever; the provisions set out under clause 43 are specifically excluded in respect of such Lots. For coins that have been authenticated, graded and encapsulated ('slabbed') by an independent grading company, no guarantee of any kind is offered by TimeLine. Buyers should note that removal or attempted removal from any slab will immediately void any independent guarantee that might have been offered by that grading company.

16. Condition Reports: All Lots are available for inspection. TimeLine will provide a report on the physical condition of any Lot on request. Bidders should note that reports are provided as a free service to interested Bidders. Descriptions therein are not warranties and all Lots are offered 'as seen' and 'as is'.

17. Estimates: estimates are for general guidance only and Lots may sell outside their indicated range(s). Bidders must make their own assessment as to the value of any Lot and conduct their bidding accordingly.

18. Reserves: Lots may be subject to a Reserve Price set by the Seller, at a level not exceeding the low estimate, below which bids cannot be accepted; TimeLine reserves the right to bid on behalf of a Seller, up to the amount of any Reserve Price.

19. Buyer's Premium: the Buyer's Premium is 30% of the Hammer Price [inclusive of VAT] for all successful Bidders. Use of the TimeLine Auctions online in-house bidding service is free of additional charge. For those using any other internet bidding platforms, the provider's normal charges at up to 6% (inclusive of VAT) will be payable by the Buyer in addition to the Buyer's Premium.

20. Registration and Bidding: all prospective Bidders must register their personal details with TimeLine before bidding and a Bidder Number will be allocated for their use in relation to a specific sale; prospective Bidders will be asked to provide proof of identity and address. TimeLine reserves its right to refuse any Bidder or any Bid at its discretion. A deposit in accordance with clause 27 may be required before accepting any Bid(s). The Bidder Number must be shown by Bidders to the Auctioneer when placing a bid and by the successful Bidder when the Lot is Knocked Down. The auctioneer shall conduct the Auction at his sole discretion for all matters, accept Bids from any source and may exercise bids on behalf of absent Bidders or on behalf of Sellers up to any Reserve Price. Bidding shall be in pounds sterling only and generally in accordance with the increments set out below:

£0 to £99 - in increments of £5

£100 to £199 - in increments of £10

£200 to £499 - in increments of £20

£500 to £999 - in increments of £50

£1000 to £1999 - in increments of £100

£2000 to £4999 - in increments of £200

£5000 to £9999 - in increments of £500

£10000 to £19999 - in increments of £1000

£20000 to £49999 - in increments of £2000

£50000 to £99999 - in increments of £5000

£100000 to £249999 - in increments of £10000
£250000 and up - in minimum increments of £20000

21. **Absentee Bidding/Auto Bidding:** Registered Bidders may leave absentee/auto Bids in advance of a live Auction directly through the TimeLine website or in writing by mail, email, fax or other delivery means and will be automatically exercised at the Reserve Price or at one bid increment above any competing Bid up to the submitted maximum Bid amount.

22. **Commission Bidding:** while Bidders are advised to attend the Auction and to bid in person, TimeLine will accept written instructions in advance of a live Auction from a Registered Bidder to personally execute bids on behalf of the Bidder up to a stated maximum. Unlimited bids or bids to 'buy' will not be accepted. In the event of identical bids being received from more than one Bidder, the earliest received will have priority. TimeLine offers this as a free service for live Auctions but] no liability is accepted for any errors in bidding or in the event that a Bid is not placed. A deposit may be required in accordance with clause 27.

23. **Internet Bidding:** live, real-time bidding is available to Bidders through the TimeLine website for all live Auctions. Bidders intending to use any other internet bidding service must Register in advance with that service and the provider's normal charges at up to 6% (VAT inclusive) will be payable in addition to the Buyer's Premium. It is entirely the responsibility of the Bidder using any bidding service to ensure that Bids are made accurately; Bids cannot be retracted once made and are binding on the Bidder in all circumstances. TimeLine are not responsible for any technical or other failure which results in Bids not being received.

24. **Telephone Bidding:** facilities for telephone bidding are available at live Auctions at the discretion of TimeLine for Bidders on Lots with a low estimate in excess of £250 and must be booked and confirmed in advance. It is a condition for acceptance by TimeLine of any telephone bidding request that the Bidder undertakes to execute a minimum Bid at the low estimate sum. TimeLine offers telephone bidding as a free service but no liability is accepted for any errors or in the event that a connection cannot be made or is interrupted before the Lot is Knocked Down.

25. **Agents:** all Bidders making Bids through any means shall be deemed to be acting as principal in their bidding and shall be directly and fully liable for all Bid amounts, Buyer's Premium and any other charges or costs. If any prospective Bidder wishes to appoint a person to bid on their behalf, then this must be agreed and authorised in writing by TimeLine in advance of the Auction. A deposit may be required in accordance with clause 27.

26. **Value Added Tax and Duties:** VAT is charged on an inclusive basis, under the Auctioneer's Margin Scheme on all Buyer's Premiums and other charges and is not claimable as Input VAT. For some items, such as investment gold, modern jewellery and gemstones, where marked with a 'dagger' (†) symbol, VAT on the Hammer Price will be payable in addition. Where import duties are payable, these lots are marked with symbols ‡ or Ω and are payable by all buyers at the corresponding rates; for overseas buyers, a refund of import duty will be payable or credited, provided that the item(s) have left the UK within 30 days of date of payment.

27. **Deposits:** Timeline reserves the right to request a deposit in certain circumstances. The amount of the deposit will be set by Timeline. If a Bid is not placed the deposit will be paid back within a reasonable timeframe after the close of the auction. In case of a successful bid, the deposit will be reduced from the Purchase Price payable by the Buyer.

28. **Payment:** the Purchase Price becomes due and payable when the Lot is Knocked Down by the Auctioneer. Requests and Statements detailing the purchase information will be sent out by email or post; Bidders may be telephoned or otherwise contacted when payment is not received promptly or where there are queries in any respect.

a. The full Purchase Price must be paid in Pounds Sterling and can be made by bank transfer (for transfers from outside the UK, subject to payment of an additional £10 overseas bank transaction fee), by cash up to the value of £7,000, by cheque from a UK bank (subject to clearance) or by bank debit card or credit card (up to a maximum of £500). It is the responsibility of the Buyer to ensure that TimeLine receives the correct amount payable.

b. Unless agreed by TimeLine in writing in advance of the Auction, the Buyer must pay the Purchase Price in full in cleared funds to TimeLine by no later than 4.30pm on the third working day following the Date of Sale. In case of delayed payment, clause 32 applies.

29. **Title, Risk and Insurance:** Title to any Lot is retained by the Seller until the Purchase Price and all other sums payable by the Buyer have been paid in full in cleared funds to TimeLine; at this point, Title will transfer from the Seller to the Buyer. Risk for the Lot passes to the Buyer at the time the Lot is Knocked Down to the Bidder. TimeLine does not hold property insured after the Lot has been Knocked Down.

30. **Collection of Lots and Storage:** Once the Buyer has paid the Purchase Price in full, TimeLine will release the Lot to the Buyer for collection. The Buyer must collect, or arrange the collection of, all purchases from the location advised by TimeLine by 4.30pm on the seventh working day following the Date of Sale. TimeLine may provide the Buyer with a quotation and contact details for the services of Mail Boxes Etc on TimeLine documentation (any storage/shipping contract is between the Buyer and Mail Boxes Etc). The Buyer may arrange a service of their choice for collection, packing and shipping services. Lots not collected by the seventh working day following the Date of Sale will be moved to storage at a transfer cost of £20 plus VAT per Lot and storage charges will thereafter be applied at the rate of £1.90 plus VAT per Lot per day until collected; no Lots may be removed/released to the Buyer until all storage and transfer costs have been paid in full. In the event that the accrual of storage charges reaches 50% of the Hammer Price paid or after the expiration of three months from the transfer date, whichever occurs first, Timeline reserve the right to re-sell any and all Lots stored without notice and in any manner at their sole discretion and to apply any proceeds in defrayment of such costs. The Buyer will be entitled to receive any credit balance above the amount of the costs on request but will remain liable for any deficit.

31. **Delivery by TimeLine:** at the absolute discretion of TimeLine, TimeLine may, on request, directly arrange delivery of certain Lots to the address registered to the Buyer, on payment by the Buyer to TimeLine of any advised handling and delivery charge.

32. **Remedies for Buyer's Failure to Make Payment and/or Remove Lots:** if the Purchase Price and/or all sums payable are not paid in full when they fall due and/or the Lot is not removed in accordance with these terms, TimeLine may without further notice to the Buyer be entitled to exercise one or more of the following rights:

a. To terminate the agreement immediately for breach of contract;

b. To retain possession of the Lot;

c. To remove and/or store the Lot at the Buyer's expense, as detailed at clause 30 at a cost to the Buyer of £20 + VAT for the

- transfer per Lot plus a daily cost of £1.90 plus VAT per Lot for the storage;
- d. To take legal proceedings against the Buyer for payment of any sums due to TimeLine by the Buyer;
- e. To be paid interest on any monies due to TimeLine at the annual rate of 8% per annum from time to time to be calculated on a daily basis from the date upon which such monies became payable until the date of actual payment;
- f. To sell the Lot without a Reserve Price at Auction or by any other means and apply any proceeds against the amount owing by the Buyer to TimeLine;
- g. To apply any monies received from the Buyer in payment or part payment of any sums due from the Buyer to TimeLine under these terms;
- h. To refuse to allow the Buyer to register for a future Auction or to reject a bid from the Buyer at a future Auction.

33. **Limitation of Liability:** The Auctioneer has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Auctioneer has been able to arrange and the Buyer is responsible for making his own arrangements for the insurance of any excess loss.

TimeLine will under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- a. any loss of profits, sales, business or revenue
- b. loss of business opportunity
- c. an indirect or consequential loss.

Our total liability to you for all losses arising under or in connection to the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed £500.

Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation; and
- c. breach of the terms implied by section 12 of the Supply of Goods and Services Act 1979 (title and quiet possession).

This clause 33 shall survive termination of the Contract.

34. **Buyer's Indemnity:** the Buyer agrees to indemnify TimeLine on a full indemnity basis against all legal and other costs, all losses and expenses incurred as a result of TimeLine taking steps under clause 33.

35. **Use of your personal information:** TimeLine will only use the Seller's personal information as set out in their privacy policy. TimeLine may amend this policy from time to time. Where TimeLine processes any personal data, it will comply with the requirements and obligations under the Data Protection Legislation.

36. **Anti-Money Laundering:** TimeLine's Anti-Money Laundering Policy sets out TimeLine's policy for ensuring compliance anti-money laundering legislation that applies to some of TimeLine's activities. TimeLine may amend this policy from time to time.

37. **Sale of Goods Act:** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.

38. **Severance:** If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.

39. **Amendments:** TimeLine may amend these Terms and Conditions from time to time. Please check our website for our latest terms and conditions.

40. **No waiver:** No failure or delay by TimeLine to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

41. **Third-Party rights:** These Terms & Conditions are between TimeLine and a Seller. No other person shall have any rights to enforce any of these terms.

42. **Governing Law:** these terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

43. **Jurisdiction:** the Bidder irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims). At the sole discretion of TimeLine, the auctioneer may instigate any proceedings within the jurisdiction of the bidder's country of residence.

44. **Disputes:** in the event that the Buyer has any dispute in relation to any Lot, not being a Lot described as a Group, Collection or other term indicating that the lot comprises more than one object, (such lots being sold cannot be returned in accordance with clause 15), which has been sold, that dispute must be notified to TimeLine in writing within 14 days following the Date of the Sale in order that TimeLine can hold the proceeds pending resolution of the dispute.

In the event of deliberate forgery being claimed for any Lot, the Buyer shall submit two opinions in writing from recognised experts for consideration; the inability of different experts to agree shall not be sufficient grounds. No liability is accepted by TimeLine for any costs/losses of the Buyer, including but not limited to fees, shipping, loss of profit, consequential costs or any other matters beyond the Hammer Price and Buyer's Premium. In all cases, any item must be returned to TimeLine, strictly in the condition it was in at the date of the sale being held; Buyers are advised that any form of destructive examination or testing undertaken will result in claims being rejected; claims resulting from results of tests under a scientific process not generally accepted for use at the Date of the Sale or which were unreasonably expensive in relation to the estimates for the lot or impractical or likely to have caused damage to the Lot at the Date of the Sale will not be allowed.

TimeLine will have no liability to the Buyer after a period of 14 days as then TimeLine will release monies and make payments to Sellers.

45. Import restrictions: Auction lots (or individual item/s within any given lot) of either Persian or Iranian origin are subject to United States trade restrictions which currently prohibit their import into the US, without exception. Buyers should be aware that similar (or other) restrictions may apply to other categories of items offered for sale. It is the sole responsibility of the buyer to satisfy themselves that any lot/s purchased at auction can be legally imported into the desired shipping destination prior to bidding.

Seller's Terms and Conditions

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Agent - a person or body acting on behalf of another.

ALR - Art Loss Register - All lots with an upper Estimate value of £1,500 and above and all ancient Western Asiatic lots are searched against the Art Loss Register database.

Auction - a sale event whether taking place live in real-time or of extended duration (Timed Auction).

Bid - a sum offered by a Bidder to purchase the Lot.

Bidder - the person offering a Bid.

Buyer - the person who the Lot is Knocked Down to.

Date of Sale - the date on which the Auctioneer Knocks Down the Lot.

Data Protection Legislation - all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (83) (GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any and all applicable national data protection laws made under or pursuant to the GDPR, as may be amended or superseded from time to time.

Estimate - the estimate for any Lots as set out in the Property Receipt.

Group - any Lot comprising more than one item.

Hammer Price - the amount of the winning bid when Knocked Down by the Auctioneer to a Bidder.

Knock(ed/ing) Down - the act of the Auctioneer in bringing the Hammer down to complete the contract for the sale of the Lot to the Bidder submitting the highest bid.

Lot - the goods for sale.

Net Proceeds - the Hammer Price less the Selling Commission and any charges or expenses levied at Timeline's discretion in accordance with these Terms and Conditions.

Purchase Price - the total sum due for any Lot, including the Hammer Price, the Buyer's Premium, any internet bidding fees, any shipping charges, taxes, duties or any other costs payable to TimeLine.

Reserve Price - the minimum Hammer Price at which a Lot may be Knocked Down

Seller - the person offering the Lot for sale.

Selling Commission - the sum due to TimeLine from the Seller in accordance with clause 10.

Timed Sale - in relation to an unsold Lot, a 28 day timeframe to allow a sale post Auction in accordance with clause 15.

Title - legal rights of ownership of the Lot.

Unsold Fee - 6% (VAT inclusive) of the Reserve Price.

Withdrawal Fee - the fee payable to TimeLine in the event the Seller withdraws a Lot in accordance with clause 14, which shall be 6% (VAT inclusive) of the low Estimate or Reserve Price, whichever is higher.

2. Application: the singular includes the plural and vice versa and any reference to 'he', 'she' or 'it' applies to all of them.

3. Basis of Contract:

a. These terms and conditions apply to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

b. Each Seller is required to read the terms and conditions attached to the Property Acceptance/Receipt and acknowledges that he/she has read, accepted and acknowledged the terms of such attachment, in advance of signing the same.

c. As auctioneer, TimeLine acts solely for, and in the interest of, the Seller.

4. Copyright: all cataloguing text, images and other material published by TimeLine (including in relation to any Lot) whether physically or electronically is the property of TimeLine and may not be reproduced, stored in any retrieval system or otherwise transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written consent of TimeLine. Timeline does not guarantee that a device accurately displays the colours and condition of a Lot.

5. Rights to Photographs, Illustrations and Documents: the Seller grants to Timeline full and absolute right to photograph or illustrate any Lot and to use such photographs or illustrations, and any photographs, illustrations or documents provided by the Seller, at any time and at TimeLine's absolute discretion (whether or not in connection with any Auction).

6. Title, Risk and Insurance: Title to any Lot is retained by the Seller until the Purchase Price and all other sums payable by the Buyer have been paid in full in cleared funds to TimeLine; at this point, Title will transfer from the Seller to the Buyer. Risk for the Lot passes to the Buyer at the time the Lot is Knocked Down to the Bidder. TimeLine does not hold any Lot insured after the Lot has been Knocked Down.

7. Seller's Representations and Warranties: in submitting any Lot for sale, the Seller warrants and represents to TimeLine the matters set out in the Property Acceptance/Receipt and Seller's statement of provenance. The Seller will be asked to provide proof of identity and address.

8. Limitation of Liability: The Auctioneer has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Auctioneer has been able to arrange and the Seller is responsible for making his own arrangements for the insurance of any excess loss.

TimeLine will under no circumstances be liable to the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a. any loss of profits, sales, business or revenue;
- b. loss of business opportunity; and
- c. an indirect or consequential loss.

TimeLine's total liability to the Seller for all losses arising under or in connection to the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed £500.

Nothing in these terms and conditions limits any liability which cannot legally be limited, including but not limited to liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation; and
- c. breach of the terms implied by section 12 of the Supply of Goods and Services Act 1979 (title and quiet possession).

This clause 8 shall survive termination of the Contract.

9. Seller's Indemnity: the Seller shall indemnify and hold TimeLine harmless from all claims and all direct, indirect or consequential losses (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by TimeLine as a result or in connection with:

- a. any breach of the warranties referred to in clause 7;
- b. any claim made against TimeLine concerning the authenticity of any Lot;
- c. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the Auction or sale of the Lot.

10. Selling Commission: The standard rate of selling commission payable to TimeLine shall be 18% of the Hammer Price (VAT inclusive).

11. Additional Charges: TimeLine may levy additional charges regarding:

- a. Collection of goods from Seller's premises, storage of goods submitted for sale by a Seller and storage of Lots unsold in accordance with clause 15;
- b. Further charges at the discretion of TimeLine on advance warning to the Seller for any unusual research, special or additional imaging, testing, consultation with external specialists, conservation, cleaning or other services concerned with presenting the Lot, including VAT or other taxes or duties as applicable.
- c. All items submitted for sale in the 'Western Asiatic' category (other than items designated as 'style') and all lots over £1000 will incur an administration charge of £6.00 (VAT inclusive) per item for additional checking, including searches against the ALR.

12. Lots: all goods submitted to TimeLine will be lotted, catalogued and offered by live auction sale, limited timed auction sale, 'buy it now' direct sale or other method at the sole discretion of TimeLine; antiquities, antiques and collectables Lots with a low Estimate of £200 or less and coin Lots with a low Estimate of £100 or less will not normally be illustrated in any printed catalogue and printed text entries may be minimised (images and full text will always be shown on the TimeLine website); Estimates are provided for information only and Hammer Prices may differ from the estimated range.

13. Reserve Price: The Seller may set a Reserve Price on any Lot where the low Estimate exceeds £120 subject to agreeing that an Unsold Fee will become payable to TimeLine for any such Reserved Lot which fails to sell; in addition the Seller agrees that the auctioneer may accept a bid received at one bid increment or 10% of the Reserve Price (whichever is higher) below the Reserve Price sum if necessary to sell the Lot.

14. Withdrawal of Lots: Once entered for sale, Lots may be withdrawn by the Seller only upon the agreement of TimeLine and payment to TimeLine of the Withdrawal Fee; a Withdrawal Fee will also be payable should any post-Sale offer be received in accordance with clause 14 but not accepted by the Seller. TimeLine reserves the absolute right to withdraw any Lot from sale for any reason in which circumstance no Withdrawal Fee will be payable. The Seller is thereafter responsible for collection of any Lot which has been withdrawn and clause 15 applies.

15. Unsold Lots and Storage: in the event that a Lot is not sold no Selling Commission is payable unless the Lot was subject to a Reserve Price in which case a sum of 6% (VAT inclusive) of the Reserve Price is payable by the Seller to TimeLine. TimeLine shall retain possession of unsold Lots for a period of twenty-eight days from the date of any Auction for entry into any Timed Sale or against the possibility of receiving post-Sale offers for such Lots. The Seller is thereafter responsible for collection of any unsold goods immediately after this period and Lots will be released after any charges due have been paid in full. Lots not removed by 4.30pm on the seventh working day after the due date will be moved to storage at a transfer cost of £20 plus VAT per Lot and storage charges will thereafter be applied at the rate of £1.90 plus VAT per Lot per day until collected; no Lots may be removed until any storage or other amounts due to TimeLine have been paid in full. In the event that the accrual of storage charges reaches 50% of the Reserve Price or after the expiration of three months from the transfer date, whichever occurs first, TimeLine reserve the right to re-sell any and all Lots stored without notice and in any manner at their sole discretion and to apply any proceeds in defrayment of such costs. The Seller will be entitled to receive any credit balance above the amount of the costs on request but will remain liable for any deficit.

16. Payment to Sellers: the Net Proceeds of the Auction will become due and payable to the Seller 30 days following the Date of Sale provided that TimeLine have received cleared payment of the Purchase Price in full from the Buyer.

17. Use of your personal information: TimeLine will only use the Seller's personal information as set out in their privacy policy. TimeLine may amend this policy from time to time. Where TimeLine processes any personal data, TimeLine will comply with the requirements and obligations under the Data Protection Legislation.

18. Anti-Money Laundering: TimeLine's Anti-Money Laundering Policy sets out TimeLine's policy for ensuring compliance with anti-money laundering legislation that applies to some of TimeLine's activities. TimeLine may amend this policy from time to time.

19. Sale of Goods Act: The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.

20. Severance: If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or

deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.

21. **Amendments:** TimeLine may amend these Terms and Conditions from time to time. Please check our website for our latest terms and conditions.

22. **No waiver:** No failure or delay by TimeLine to exercise any right or remedy provided under the these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. **Third-Party rights:** These Terms & Conditions are between Timeline and a Seller. No other person shall have any rights to enforce any of these terms.

24. **Governing Law:** these terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

25. **Jurisdiction:** each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims); however, Timeline may, at its sole discretion, elect to institute proceedings in a different court or jurisdiction, including that of the country of residence of any party, in connection with any dispute or claim.