

# Conditions of Sale

1. Thomas P. Adams & Co. act in all respects, save where otherwise appears, only as agents for the Seller of each lot.
2. The highest bidder acceptable to the Auctioneer shall be the Buyer, but if, during the sale of a lot, the Auctioneer considers that a dispute has arisen or that there is any other reason for so doing, he may at his absolute discretion immediately put the lot up again for sale.
3. The Auctioneer has the right at his absolute discretion to refuse any bid and to advance the bidding as he may decide.
4.
  - a. The Seller shall be entitled to place a reserve on any lot, and the Auctioneer shall have the right to bid on behalf of the Seller for any lot on which a reserve has been placed.
  - b. Thomas P. Adams & Co. have the right at their absolute discretion to withdraw or divide any lot or to combine any two or more lots.
5.
  - a. The purchase price payable by the Buyer shall be the aggregate of the final bid and a premium of 20% of the final bid. 'The final bid' is the price at which the lot is knocked down to the Buyer.
  - b. The Buyer may be required to pay forthwith the whole or any part of the purchase price and if he fails to do so the lot or lots may at the Auctioneer's absolute discretion be put up again and resold.
6. Value Added Tax at 23% is payable on auction fees.
7.
  - a. All statements in the Catalogues, advertisements or brochures of forthcoming sales as to any of the matters specified in (b.) or (c.) below are statements of opinion and are not statements of fact, nor should they be relied upon as such.
  - b. Neither the Seller nor Thomas P. Adams & Co. are responsible for any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any lot, or any errors of description.
  - c. Neither the Seller nor Thomas P. Adams & Co. are responsible for any faults or defects in any lot.
  - d. Neither the Seller nor Thomas P. Adams & Co. nor any person in their employ, make or have any authority to make any representation or warranty nor are they responsible for any representation or warranty, or for any statement in the Catalogues, advertisements or brochures or forthcoming sales or illustrations therein.
8.
  - a. No lot can be taken away during the auction, nor can any lot be taken away until the purchase price has been paid in full.
  - b. All lots are to be paid for and taken away at the Buyer's expense within two days from sale.
9. If the Buyer fails to pay for or take away any lot in accordance with condition 8 above, Thomas P. Adams & Co. shall be entitled at their absolute discretion and without prejudice to any other right or remedies to exercise one or more of the following rights.
  - a. Without notice to the Buyer, to resell the lot or cause it to be resold by public or private sale. Any deficiency in the purchase price attending such resale to be made good by the defaulting Buyer, after giving credit for any payment and after deducting the full costs incurred in connection with the lot; and any surplus (after retention by Thomas P. Adams & Co. of the premium) to be the Seller's.
  - b. To store the lot or cause it to be stored whether at their own premises or elsewhere at the sole expense of the Buyer, and to release the lot only after payment in full of the purchase price, the accrued cost of removal, storage and insurance (if any).
10. The property in a lot shall not pass to the Buyer until he has paid the purchase price in full, but the lot will be at the buyer's risk in all respects from the fall of the hammer. Notwithstanding that Thomas P. Adams & Co act only as agents for the Seller, they shall be entitled to retain the premium referred to in condition 5.a. hereof, irrespective of and in addition to such remunerations as they may receive from the Seller, Thomas P. Adams & Co. shall be entitled to a lien on any lot sold until the purchase price is paid in full by the Buyer.
11. The respective rights and obligations of the parties in respect to the Conditions of Sale shall be governed and interpreted by Irish Law and the Buyer hereby submits to the non-exclusive jurisdiction of the Irish Courts.
12. European Communities (Artist's Resale Right) Regulations 2006, a royalty, payable by the purchaser, will be levied on all individual work by a living artist of European Union nationality sold for €3,000 or more.