

TERMS & CONDITIONS

1. Prior to sale, all bidders must register with Nations Attic Inc. and/or online via LiveAuctioneers or Invaluable to participate in bidding.
 2. The Auctioneer and the Consignor assume no risk, liability or responsibility for the authenticity or the authorship of any property identified in the online catalogue (that is, the identity of the creator or the period, culture, source or origin as the case may be, with which the creation of any property is identified herein). All property is sold "As Is" and neither the Auctioneer nor the Consignor makes any warranties or representations of any kind or nature with respect to the property, and in no event shall be responsible for the correctness or any implied warranty or merchantability or any implied warranty of fitness for a particular purpose as it relates to description, genuineness, attribution, provenance, safety, reliability or condition of the property. If any implied warranties of merchantability or fitness for a particular purpose can be construed from the catalogue, auction, or bill of sale, such warranties are disclaimed by the Auctioneer and the Consignor. No statement in the online catalogue or made at the sale or in the Bill of Sale or invoice or elsewhere shall be deemed such a warranty or representation or an admission of liability. Moreover, the Auctioneer will not be held responsible for any variations in appearance of online photographs.
 3. Notwithstanding the preceding condition, if within 14 days of the sale of any lot the purchaser of any antique gives notice in writing to the Auctioneer that the lot so sold is a counterfeit and, if within 7 days after such notice the purchaser returns to the Auctioneer in the same condition as when sold, and gives written proof from a recognized impartial expert which establishes beyond reasonable doubt that the returned lot is in fact a counterfeit and that this was not indicated by a fair reading of the catalogue or the Auctioneer's comments at the time of sale, the Auctioneer as agent for the Consignor will rescind the sale and refund the purchase price.
 4. A premium equal to 18% of the successful bid price will be added thereto and is payable by the purchaser as part of the total purchase price.
 5. The Sales Tax rate for Wichita, Kansas is 7.5% and is computed on this total purchase price and applies to bidders residing within the state. The purchaser will be required to pay Sales Tax unless exempted through possession of a valid State of Kansas Sales Tax number on file.
- Please Note: The State of Kansas has no arrangement of reciprocity with any other jurisdiction and the Auctioneer cannot honor a Sales Tax number from any other jurisdiction.
- Please Note: Due to credit card processing charges, In the event buyer desires to pay by using a credit card, a convenience fee equaling 2.8% of the entire amount due shall be added to the buyer's invoice. We encourage you to pay by sending us a check or wire transfer to avoid the credit card convenience fee. Nation's Attic Inc. will consider payment through PayPal only for domestic orders, owing to the extremely high service charges for international transactions. All shipments will ONLY be shipped to the registered address on file with LiveAuctioneers and Invaluable, absolutely NO exceptions.
6. The Auctioneer reserves the right to withdraw any property at any time before actual sale.
 7. Unless otherwise announced by the Auctioneer at the time of sale, all bids are per lot as numbered in the catalogue. The Auctioneer reserves the right to reject a bid from any bidder. The highest bid acknowledged by the Auctioneer shall be the purchaser. In the event of any dispute between bidders, the Auctioneer shall have the sole and final discretion either to determine the successful bidder, or to re-offer and re-sell the article in dispute. If the Auctioneer determines that any opening bid is not commensurate with the value of the article offered, he may reject the bid; and if, having acknowledged an opening bid he decides that any advance is not sufficient, he may reject the advance. The Auctioneer reserves the right to acknowledge an auction floor bid before acknowledging an internet and/or phone bid regardless of the maximum bid amount provided by the bidder before and/or during the auction.
 8. On the fall of the Auctioneers hammer, title to the offered lot passes to the highest bidder who thereupon will pay the full purchase price therefore or such part as the Auctioneer may require. All property shall be removed by the purchaser at his expense on the day of sale and, if not so removed, may be sent by the Auctioneer to a public warehouse for the account, risk and expense of the purchaser. Any damage to or loss of any item purchased which is left with the Auctioneer after the day of purchase is the purchasers sole responsibility. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to the Auctioneer and the Consignor by law, including without limitation the right to hold the purchaser liable for the bid price, the Auctioneer at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser, or (b) re-sell the property on 3 days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for the payment of any deficiency plus all costs, including warehousing, the expenses of both sales, and the Auctioneers commission at its regular rates and all other charges due hereunder, and incidental charges. No claims shall be allowed after removal of goods and no article shall be re-sold for purchaser at the sale where purchased.