

These Terms and Conditions of Sale govern all auctions held by Premium Access, a California corporation, dba Premium Access Auctions, Auction Ten and Premium Auctions. By submitting a bid, the "Purchaser" hereby consents to all of the terms and conditions set forth herein.

1. The obligation to pay for items for which the Purchaser was the successful bidder is absolute at the time of the fall of the hammer and is not conditional on inspection or appraisal of the items purchased. The Purchaser bears the risk of all patent and latent defects, whether or not apprised of such by Premium Access or the consignor.
2. All items are sold as-is, where-is with no exceptions. All risk is upon the buyer and Premium Access makes no representations or warranties as to the authenticity, condition or state of repair of the items it sells. PREMIUM ACCESS HEREBY DISCLAIMS AND THE PURCHASER HEREBY WAIVES ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL PROPERTY SOLD AS IS, WHERE IS AND WITH ALL FAULTS AND NEITHER PREMIUM ACCESS NOR THE CONSIGNOR MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO PROPERTY OR ITS VALUE, AND IN NO EVENT SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ANY DESCRIPTION, ATTRIBUTION, PROVENANCE, AUTHENTICITY, AUTHORSHIP, COMPLETENESS, OR CONDITION OF PROPERTY OR ESTIMATE OF VALUE. NO STATEMENT (ORAL OR WRITTEN) IN THE CATALOG, AT THE SALE OR ELSEWHERE SHALL BE DEEMED TO BE SUCH A WARRANTY OR REPRESENTATION, OR ANY ASSUMPTION OF RESPONSIBILITY BY PREMIUM ACCESS.
3. The auctioneer will acknowledge the high bidder of each lot and will be sole judge of the purchaser of each item.
4. The Purchaser assumes full responsibility for items at the fall of the hammer and it becomes a legally binding contract for the purchase of item bid upon.
5. The record of sale kept by the auction house will be taken as final in the event of any dispute.
6. All purchases will be subject to an 8.25% California sales tax unless the Purchaser possesses a valid tax-exempt or reseller's number, which must be shown at time of check in.
7. All items purchased must be paid for in full on the date of the auction in cash, by previously approved check or by MasterCard, Visa, or Discover.
8. Premium Access reserves the right to hold property until checks clear. Any Purchaser intending to purchase expensive lots should discuss payment prior to day of sale.

9. If Premium Access stores an item for a purchaser after the sale, all risk of loss is borne by the Purchaser. Premium Access shall not be responsible for any incidental or consequential damages, including lost profits, whether or not Premium Access has been informed of the possibility of such incidental damages and whether or not Premium Access is negligent. The Purchaser agrees to insure any item that is stored by Premium Access and agrees to look solely to that insurance policy to be made whole. Premium Access may charge a storage fee for items left over fifteen (15) days.

10. Premium Access reserves the right to withdraw any lot at any time.

11. The auctioneer reserves the right to reject any bid not commensurate with the value of the property offered or below the reserve price established by the owner of the item.

12. The Purchaser hereby agrees that Premium Access is entitled to recover its reasonable attorney's fees and costs of collection from the Purchaser in the event that the Purchaser fails or refuses to pay in full for items for which the Purchaser was the high bidder.