

## Terms and Conditions of Buying

All property offered and sold through Yikon Artspace Co. Ltd. (YKLM.ca) is subject to the Terms and Conditions presented below, which constitutes the complete statement of terms and conditions on which all property is offered for sale. By bidding at auction, whether it be in person or by agent, by written or 'absentee' bid, telephone, internet or other means, the Buyer agrees to be bound by these terms and conditions.

**Auction House** The Auction house is Yikon Artspace Co. Ltd. hereby referred to as YKLM.ca

**Consignor** The Consignor refers to the person or entity named in the Consignment agreement, from which the property has been offered for auction with YKLM.ca

**Property** The Property is provided by the Consignor to the Auction House for sale. The Auction House holds the right to partition the Property into separate Lots.

**Buyer** The Buyer refers to the person, agent or entity who bids successfully on a Lot offered by YKLM.ca, effectively owning the item.

**Buyer's Premium** The Buyer's Premium is the amount charged by the Auction House to the Buyer. YKLM.ca charges 15% on the Hammer Price of each Lot.

**Hammer Price** The Hammer Price is issued once the Auctioneer has Knocked Down the Lot being auctioned. This amount is the final sale price before the Buyer's Premium and applicable taxes have been added.

**Sales Tax** Canadian Federal and Provincial Sales Taxes are to be applied to each item offered for sale, applicable to the sale of a Lot once the Hammer Price and Buyer's Premium are determined.

1. Unless otherwise indicated, all Consigned properties are offered by YKLM.ca as agent for the Consignor.
2. YKLM.ca reserves the right to vary the terms of sale and any such variance shall become part of these Conditions of Sale.
3. a) The Buyer acknowledges that they had the right to make a full inspection of all offered Property prior to sale at auction, in order to determine the condition, size, repair or restoration of any Property. All property sold through YKLM.ca is sold "AS IS".  
b) Any description issued by the Auction House of an item to be sold is subject to variation, this includes the Consignment Agreement. The Buyer agrees that the Auction House is not liable for any variation or omission in an items description including but not limited to authorship, origin, date, medium, provenance, condition or auction estimate.  
c) YKLM.ca acts solely as an auction broker, and unless otherwise stated, does not own the Property offered for sale and has made no independent investigation of said Property. YKLM.ca makes no warranty of title, merchantability or fitness for a particular purpose, or any other warranty or representation regarding the description, genuineness, attribution, provenance or condition to the Property of any kind or nature with respect to the Property.
4. YKLM.ca in its sole and exclusive discretion, reserves the right to withdraw any property, at any time, before the fall of the hammer.
5. Unless otherwise announced by the auctioneer at the time of sale, all bids are per Lot as numbered in the printed catalogue. YKLM.ca reserves the right to determine any and all matters regarding the order, precedence or appropriate increment of bids or the constitution of Lots.
6. The highest Bidder acknowledged by the auctioneer shall be the Buyer. The auctioneer has the right to reject any bid, to advance the bidding at his/her absolute discretion and 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 the disputed Lot. If any disputes arise after the auction, the YKLM.ca sale record shall be conclusive in all respects.

7. If the auctioneer determines that any starting or advanced bid does not correspond with the value of the Property offered, he may reject the same and withdraw the Property from sale.
8. Upon the fall of the hammer, ownership of any offered Lot will immediately pass to the highest bidder as determined in the exclusive discretion of the auctioneer, subject to compliance by the Buyer with these Conditions of Sale. The Buyer thereupon assumes full risk and responsibility of the property sold, agrees to sign any requested confirmation of purchase, and agrees to pay the full price, including Buyer's Premium and applicable taxes to YKLM.ca.
9. No Lot may be removed from YKLM.ca premises until the Buyer has paid in full the purchase price, including Buyer's Premium and applicable taxes, or has satisfied such terms that YKLM.ca, in its sole discretion, shall require. Subject to the foregoing, all Property shall be paid for and removed by the Buyer at his/her expense within ten (10) days of sale and, if not so removed, may be sold by YKLM.ca, or sent by YKLM.ca to a public warehouse, at the sole risk and charge of the Buyer(s), and YKLM.ca may prohibit the Buyer from participating, directly or indirectly, as a bidder or Buyer in any future sale or sales. In addition to other remedies available to YKLM.ca by law, YKLM.ca reserves the right to impose a late charge of 1.5% per month of the total purchase price on any balance remaining ten (10) days after the day of sale. If Property is not removed by the Buyer within ten (10) days, a handling charge of 1% of the total purchase price per month from the tenth day after the sale until removal by the Buyer shall be payable to YKLM.ca by the Buyer; YKLM.ca shall charge 1.5% of the total purchase price per month for any property not so removed within 60 days after the sale. YKLM.ca will not be responsible for any loss, damage, theft, or otherwise responsible for any goods left in YKLM.ca possession after ten (10) days. If the foregoing conditions or any applicable provisions of law are not complied with, in addition to other remedies available to YKLM.ca and the Consignor (including without limitation the right to hold the Buyer(s) liable for the bid price) YKLM.ca, at its option, may either cancel the sale, retaining as liquidated damages all payments made by the Buyer(s), or resell the property. In such event, the Buyer(s) shall remain liable for any deficiency in the original purchase price and will also be responsible for all costs, including warehousing, the expense of the ultimate sale, and YKLM.ca commission at its regular rates together with all related and incidental charges, including legal fees. Payment is a precondition to removal. Payment shall be by cash, certified check or similar bank draft, or any other method approved by YKLM.ca. Checks will not be deemed to constitute payment until cleared. Any exceptions must be made upon YKLM.ca written approval of credit prior to sale. In addition, a defaulting Buyer will be deemed to have granted and assigned to YKLM.ca, a continuing security interest of first priority in any property or money of, or owing to such Buyer in YKLM.ca possession, and YKLM.ca may retain and apply such property or money as collateral security for the obligations due to YKLM.ca. YKLM.ca shall have all of the rights accorded a secured party.
10. Unless the sale is advertised and announced as "without reserve" each Lot offered is subject to a reserve and YKLM.ca may implement such reserves by bidding through its representatives on behalf of the Consignor. In certain instances, the Consignor may pay less than the standard commission rate where YKLM.ca or its representative is a successful bidder on behalf of the Consignor. Where the Consignor is indebted to YKLM.ca, YKLM.ca may have an interest in the offered lots and the proceeds therefrom, other than the broker's Commissions, and all sales are subject to any such interest.
11. YKLM.ca does not allow "buy bids" or prearranged "buy-now" pricing.
12. Any pre-sale bids must be submitted in writing to YKLM.ca prior to commencement of the offer of the first lot of any sale. A hard copy of any such bid shall conclusively be deemed as sole evidence, and while YKLM.ca accepts these bids for the convenience of bidders not present at the auction, YKLM.ca shall not be responsible for the failure to execute, or, to execute properly, any pre-sale bid.

13. Unless exempted by law from the payment thereof, the Buyer will be required to pay any and all federal excise tax and any province and/or local sales taxes, including where deliveries are to be made outside the province where a sale is conducted, which may be subject to a corresponding or compensating tax in another province.
14. Bidding is in Canadian dollars and payment is to be made in Canadian funds. Methods of online payment via AuctionMobility /Stripe Inc., include Visa, MasterCard and American Express. These methods alongside certified Cheques and Bank Draft(s) are accepted on site for live auctions. Purchases totalling less than \$1,000.00 may be paid by cash or uncertified personal cheque on site, only if sufficient identification is provided to YKLMA.ca service staff at time of payment.
15. YKLM.ca may, as a service to Buyer, arrange to have purchased property posted and shipped at the Buyer's expense. YKLM.ca is not responsible for any acts or omissions in packing or shipping of purchased lots whether or not such carrier is recommended by YKLM.ca. Packing and handling of purchased lots is at the responsibility of the Buyer and is at the entire risk of the Buyer.
16. In no event shall any liability of YKLM.ca to the Buyer exceed the purchase price actually paid.
17. No claimed modification or amendment of this Agreement on the part of any party shall be deemed extant, enforceable or provable unless it is in writing that has been signed by the parties to this Agreement. No course of dealing and no delay or omission on the part of YKLM.ca in exercising any right under this Agreement shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of YKLM.ca on any future occasion.
18. These Terms and Conditions of Sale and the Buyer's, the Consignor's and YKLM.ca's rights under these Conditions of Sale shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia, Canada.