



Terms and Conditions

PLEASE SIGN AND ENCLOSE WITH YOUR CONSIGNMENT

1. Paul Fraser Collectibles (hereinafter referred to as PFC in this agreement) agrees to act as your agent in the sale of the property listed in the Private Treaty consignment listing.

2. You certify that you are the owner, have good title to, or have been given the right to sell these items, and that they are authentic to the best of your knowledge. If, in the sole opinion of PFC, authenticity of the consigned material and/or its ownership is unclear or in dispute, you will indemnify both PFC and the buyer of said material and hold them harmless. You shall also reimburse PFC for any and all legal fees and costs associated with defending any claim or action pertaining to ownership or authenticity. PFC reserves the right to disclose the identity of the consignor in the event of question of ownership. Should a sold item be returned to PFC due to the questioning of proper title and/or doubtful authenticity (final decision on authenticity to be determined by PFC), you agree to reimburse PFC the proceeds you were previously paid for the sale of that item. This stipulation of reimbursement is without time limit.

3. You guarantee the authenticity of your material unconditionally and without time limit.

4. PFC may, at their sole discretion, return to you at your expense any item that they deem not saleable, for any reason, including, but not limited to: condition, authenticity, inventory duplication, past sales performance, and/or incompatibility.

5. PFC is not responsible for items until they are in our possession. You are responsible for insurance of items during shipping to PFC. PFC maintains insurance for items, once in our possession, equivalent to the replacement (market) value of the item. This value is to be determined by PFC based on actual selling prices achieved for similar items (quality, rarity, format and condition considerations factoring into value determinations), less commissions, VAT and other taxes and typically amounts to fifty per cent of the price reflected on the consignment listing. In the event of theft, damage, or total destruction to any consigned items within our possession, PFC will pay you the proceeds of the insurance coverage of that item. PFC also insures all items during shipping to the purchaser.

6. PFC charges a seller's commission of 10% on items selling for £1,000,000 or more, 15% on items selling between £500,000 and £999,999, 20% on items selling between £100,000 and £499,999, 25% on items selling between £10,000 and £99,999, and 30% on items below £10,000.

7. The Consignor agrees to a 6 month consignment period with PFC, to commence from the date of this agreement. It is the absolute right of PFC to withdraw any or all of the consigned lots at any time, for any reason. If you withdraw any item subsequent to the signing of this Agreement then PFC shall be entitled to collect a fee from you in the amount of 10% of the items listed price as reflected on the consignment listing. Said payment shall be made within thirty (30) days or else PFC has the right to sell or auction said consigned item in order to pay the outstanding fee, and shall remit the remaining proceeds to the Consignor, utilizing the standard payment time frame outlined within this Consignment Agreement.

8. Providing PFC has received payment from the Buyer, you will be

paid thirty (30) days after the closing date of the sale. Consignor payments that may be due to you at a future date cannot be applied to invoices you might presently owe to PFC.

9. You agree to have material returned to you at your expense. This might include, but is not limited to, items declined by PFC, and items that remain unsold. Items declined by PFC are returned as soon as that determination is made. Items that remain unsold are returned within thirty (30) days of the end of the consignment agreement.

10. "Storage charges" means PFC storage charges from time to time at £25 per week should the item/s not be collected within four (4) weeks of the end of the consignment agreement.

11. These Conditions and any sale organised by PFC shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

IMPORTANT: By signing this document you are agreeing to all the terms contained herein. Your items will not be insured if you fail to sign a copy of this agreement.

On behalf of **Paul Fraser Collectibles:**

Received and accepted by:

_____ Date: _____

Consignor:

Agreed to by:

_____ Date: _____

Consignor's Name and Address:

Date: _____

Name: _____

Address: _____

Postcode / Zip: _____

Country: _____

Telephone: _____

Email: _____