

CONDITIONS OF SALE

The Conditions of Sale in this catalogue, as it may be amended by any posted notice during the sale, constitutes the complete terms and conditions under which the items listed in this catalogue will be offered for sale. Please note that the items will be offered by us as agent for the consignor.

Every potential buyer should read these Conditions of Sale and it will be agreed, acknowledged and understood by such buyer that said buyer has consented to each and every term and condition as set forth herein.

1. Authenticity and Terms of Guarantee.

For a period of five years from the date of this sale, Poster Auctions International, as agent, warrants the authenticity of authorship of all lots contained in this catalogue as described in the text accompanying each lot.

This warranty and guarantee is made only within the five year period and only to the original buyer of record who returns the purchased lot in the same condition as when sold to said buyer; and, it is established beyond doubt that the identification of authorship, as set forth in the description in this catalogue as may have been amended by any posted signs or oral declarations during the sale, is not correct based on a reasonable reading of the catalogue and the Conditions of Sale herein. Any dispute arising under the terms in this paragraph will be resolved pursuant to final and binding arbitration at the American Arbitration Association.

Upon a finding by an Arbitrator in favor of buyer, the sale will be rescinded and the original purchase price, including the buyers premium, will be refunded. In such case, Poster Auctions International and the purchaser shall be deemed released of any and all claims that each may otherwise have had against the other arising out of the sale of such item.

The benefits of any warranty granted herein are personal to the buyer and are not assignable or transferable to any other person, whether by operation of law or otherwise. Any assignment or transfer of any such warranty shall be void and unenforceable. The purchaser refers only to the original buyer of the lot from Poster Auctions International and not any subsequent owner, assignee, or other person who may have or acquire an interest therein.

It is understood, in the event of disputed authenticity of authorship of any lot results in a rescission of the sale and restitution of the original price and premium paid by such purchaser, stated aforesaid, such restitution is buyer's sole remedy and Poster Auctions International disclaims all liability for any damages, incidental, consequential or otherwise, arising out of or in connection with any sale to the buyer.

Poster Auctions International has provided as much background information for each item listed in this catalogue as possible and has made reasonable efforts to insure the accuracy of the descriptions provided; but Poster Auctions International disclaims any warranty with regard to such descriptions and statements which accompany the listings in this catalogue, including but not limited to, the year of publication, the size, the condition, the printer, the references or any other background information or fact. Accordingly, buyer has due notice that any such information and/or descriptions cannot and will not be considered as material facts to this transaction and will not affect any sales herein.

On the fall of the gavel, THE SALE IS FINAL.

All items are sold AS IS.

The consignor warrants good title to the buyer. Poster Auctions International and the consignor make no representations or warranty that the buyer acquires any reproduction rights or copyright in items bought at this sale.

Any statements made by Poster Auctions International, whether in this catalogue or by its officers, agents or employees, whether oral or written, are statements of opinion only and not warranties or representations of material facts as to each and every transaction herein.

2. Auctioneer's Discretions.

Poster Auctions International has absolute discretion to divide any lot, to combine any of them, to withdraw any lot, to refuse bids and to regulate the bidding. Poster Auctions International reserves the right to withdraw lots at any time prior to or during the sale. The highest bidder acknowledged by the auctioneer will be the purchaser of the lot. Any advance made on an opening bid may be rejected if the auctioneer deems it inadequate. In the event of any dispute between bidders, or in the event of doubt as to the validity of any bid, the auctioneer shall have the final decision either to determine the successful bidder or to re-offer and re-sell the lot in dispute. If any dispute arises after the sale, the auctioneer's sale record shall be deemed the sole and conclusive evidence as to the purchaser of any lot or item.

3. Transfer of title and property.

Upon the fall of the auctioneer's hammer, title to the offered lot shall pass to the highest bidder, who may be required to sign a confirmation of purchase; and, shall be required to pay the full purchase price. The purchaser shall assume full risk and responsibility for the lot purchased upon the fall of the auctioneer's hammer. Poster Auctions International, at its option, may withhold delivery of the lots until funds represented by check have been collected or the authenticity of bank or cashier checks has been determined. No purchase shall be claimed or removed until the conclusion of the sale. In the event Poster Auctions International shall, for any reason whatsoever, be unable to deliver the lots purchased by the buyer, its liability shall be solely limited to the rescission of the sale and refund of the purchase price and purchaser's premium.

Poster Auctions International disclaims all liability for damages, incidental, consequential or otherwise, arising out of its failure to deliver any lots purchased. Poster Auctions International does not charge extra or sell separately any frame if a poster is so offered; but it is clear that it is the poster and not the frame which is being offered for sale. Poster Auctions International shall not be responsible for any damage to the frame or to any poster within the frame. Generally, framed posters offered for sale were received framed, photographed that way, and Poster Auctions International can make no warranty or representations regarding the condition of the poster in unseen areas of any such frame. All items are sold strictly as is and the purchaser assumes full risk and responsibility for the purchased lot upon the fall of the hammer, as stated aforesaid.

All lots shall be paid for and removed at the purchaser's risk and expense by noon of the second business day following the sale. Lots not so removed will, at the sole option of Poster Auctions International and at purchaser's risk and expense, be stored at Poster Auctions International's office or warehouse or delivered to a licensed warehouse for storage. Purchaser agrees, in either event, to pay all shipping, handling and storage fees incurred. In the case of lots stored at Poster Auctions International's own warehouse, the handling and storage fee will be an amount equal to 2% of the purchase price for each such lot, per month, until removed, with a minimum charge of 5% for any property not removed within thirty days from the date of the sale.

In addition, Poster Auctions International shall impose a late charge, calculated at the rate of 2% of the total purchase price per month, if payment has not been made in accordance with these Conditions of Sale.

Poster Auctions International may, on the day following the sale, remove all unclaimed items in their offices or warehouse.

Unless purchaser notifies Poster Auctions International to the contrary, purchaser agrees that Poster Auctions International may, at its discretion, use purchaser's name as buyer of the item sold. If the purchaser fails to comply with one or more of these Conditions of Sale, then, in addition to any and all other remedies which it may have at law or in equity, Poster Auctions International may, at its sole option, cancel the sale without notice to the buyer. In such event, Poster Auctions International shall retain as liquidated damages all payments made by the purchaser, or sell the item and/or lots and all other property of the purchaser held by Poster Auctions International, without notice. Such liquidation sale shall be at standard commission rates, without any reserve. The proceeds of such sale or sales shall be applied first to the satisfaction of any damages occasioned by the purchaser's breach, and then to the payment of any other indebtedness owing to Poster Auctions International, including, without limitation, commissions, handling charges, the expenses of both sales, reasonable attorneys fees, collection agency fees, and any other costs or expenses incurred thereunder. The purchaser here by waives all the requirements of notice, advertisement and disposition of proceeds required by law, including those set forth in New York Lien Law, Article 9, Sections 200-204 inclusive, or any successor statute, with respect to any sale pursuant to this section.

4. Buyer's Premium

A premium of 20% (23% for online bidding; 25% for online bidding through Invaluable/Auction Zip) will be added to the successful bid price of all items sold by Poster Auctions International. This premium shall be paid by all purchasers, without exception.

5. Order Bids

Poster Auctions International shall make reasonable efforts to execute bids for those not able to attend the auction; and act on the prospective purchaser's behalf to attempt to purchase the item desired at the lowest price possible, up to the limit indicated by purchaser in writing as if the purchaser were in attendance. Poster Auctions International shall not be responsible for any errors or omissions in this matter. Poster Auctions International reserves the right not to bid for any such purchaser if the order is not clear; does not arrive in sufficient time; the credit of the purchaser is not established prior to the sale; or, for any other reason in its sole discretion. An Order Bid Form shall be provided on request.

6. Sales Tax

Unless exempt by law, prior to taking possession of the lot, the purchaser shall be required to pay the combined New York State and local sales tax, or any applicable compensating tax of another state, on the total purchase price.

7. Packing and shipping

Packing and/or handling of purchased lots by Posters Auctions International is performed solely as a courtesy for the convenience of purchasers. Unless otherwise directed by purchaser, packing and handling shall be undertaken at the sole discretion of Poster Auctions International. Poster Auctions International, at its sole discretion as agent of the purchaser, shall instruct an outside contractor to act on its behalf and arrange for or otherwise transport purchased lots. Charges for packing, handling, insurance and freight are payable by the purchaser. Poster Auctions International shall make reasonable efforts to handle purchases with care, but assumes no responsibility for damage of any kind. Poster Auctions International disclaims all liability for loss, or damages of any kind, arising out of or in connection with the packing, handling or transportation of any lots/items purchased.

8. Reserves.

All lots are subject to a reserve, which is the confidential minimum below which the lot will not be sold. Poster Auctions International may implement the reserve by bidding on behalf of the consignor. The consignor shall not bid on consignor's property.

Description of the Posters

1. Artist's name.

Unless otherwise indicated, the artist's name, mark or initials appear on the poster.

2. Year of the Poster.

The year given is that of the publication of the poster, not necessarily the date of the event publicized or the year that art for it was rendered.

3. Size.

Size is given in inches first, then centimeters, width preceding height. Size is for entire sheet, not just the image area.

4. Printer.

Unless otherwise indicated, the name of the printer is that which appears on the face of the poster. It should be kept in mind that frequently the establishment credited on the poster is, in fact, an agency, studio or publisher.

5. Condition of the Poster.

We have attempted a simplified rating of all the posters in this sale. It should be kept in mind that we are dealing, in many cases, with 50 to 100-year-old advertising paper. The standards of the print collector cannot be used. Prints were, for the most part, done in small format, on fine paper, and meant to be immediately framed or stored in a print sleeve or cabinet. A poster, for the most part, was printed in a large format, on the cheapest possible paper, and was meant to last about eight weeks on the billboards.

Most important to the condition of a poster — not eight weeks but often eighty years later—is the image of the poster: is that image (the lines, the colors, the overall design) still clearly expressed? If so, it is a poster worth collecting.

While details of each poster's condition are given as completely and accurately as possible, blemishes, tears or restorations which do not detract from the basic image and impact should not seriously impair value.

All posters are lined, whether on linen or japan paper, unless otherwise indicated. But please note that posters received in frames are not inspected out of their frames and therefore no warranty can be made about them.

All photos are of the actual poster being offered for sale. A close look at the photo and a reading of the text should enable the buyer who cannot personally examine the item to make an intelligent appraisal of it.

9. Notices and jurisdiction.

(a) All communications and notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally to an officer of PAI or if sent by United States registered mail or certified, postage prepaid, addressed as follows:

From: Poster Auctions International
To: _____(Seller)

From: _____(Seller)
To: Poster Auctions International
26 W. 17th Street
New York, New York 10011

or to such other address as either party hereto may have designated to the other by written notice.

(b) These Conditions of Sale contain the entire understandings between the parties and may not be changed in any way except in writing duly executed by PAI and buyer.

(c) These Conditions of Sale shall be construed and enforced in accordance with the laws of the State of New York.

(d) No waiver shall be deemed to be made by any party hereto of any rights hereunder, unless the same shall be in writing and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.

(e) The provisions of these Conditions of Sale shall be binding upon and inure to the benefit of the respective heirs, legatees, personal representatives and successors and assigns of the parties hereto.

(f) The Conditions of Sale are not assignable by either party without written permission of the other party; any attempt to assign any rights, duties or obligations which arise under these Conditions without such permission will be void.

The following ratings have been used:

Cond A Designates a poster in very fine condition. The colors are fresh; no paper loss. There may be some slight blemish or tear, but this is very marginal and not noticeable. A+ is a flawless example of a poster rarely seen in such fine condition. A- indicates there may be some slight dirt, fold, tear or bubble or other minor restoration, but most unobtrusive.

Cond B Designates a poster in good condition. There may be some slight paper loss, but not in the image or in any crucial design area. If some restoration, it is not immediately evident. The lines and colors are good, although paper may have yellowed (light-stained). B+ designates a poster in very good condition. B- is one in fairly good condition. The latter determination may be caused by heavier than normal light-staining or one or two noticeable repairs.

Cond C Designates a poster in fair condition. The light-staining may be more pronounced, restorations, folds or flaking are more readily visible, and possibly some minor paper loss occurs. But the poster is otherwise intact, the image clear, and the colors, though possibly faded, still faithful to the artist's intent.

Cond D Designates a poster in bad condition. A good part of such poster may be missing, including some crucial image area; colors and lines so marred that a true appreciation of the artist's intent is difficult, if not impossible. There are no D posters in this sale!

The above condition ratings are solely the opinion of Poster Auctions International, and are presented only as an aid to the public. Prospective purchasers are expected to have satisfied themselves as to the condition of the posters. Any discrepancy relating to the condition of a poster shall not be considered grounds for the cancellation of a sale.

Some other notes and designations relating to the condition of a poster:

Framed Where a poster is framed, this is indicated. In many cases, we have photographed the poster in the frame and the dimensions given are those which are visible within the matting or edges of the frame.

Paper All posters in this sale are linen- or japan-backed unless the designation "P" appears.

6. Bibliography.

An abbreviation for each reference (Ref) is given and can be found in the complete Bibliography. The reference is almost always to a reproduction of that poster. If a " P ." precedes it, it means the reproduction or reference is on that page; if number only, it refers to a poster or plate number. Every effort has been made to refer to books that are authoritative and/or easily accessible.

7. Pre-Sale Estimate

These estimates are guides for prospective bidders and should not be relied upon as representations or predictions of actual selling prices. They are simply our best judgment of the fair market value of that particular poster in that condition on the date it was written.