

PLEASE READ IMPORTANT INFORMATION BELOW:

ALL LOTS REQUIRE SHIPPING OR LOCAL PICKUP ON THE CHECKOUT DATES LISTED.

DUE TO HEALTH CONCERNS, ALL LOCAL PICKUPS MUST BE SCHEDULED ON AN APPOINTMENT BASIS WITH OUR STAFF 24HRS BEFORE ARRIVAL ON THE NOTED PICKUP DAYS BELOW

SHIPPING OPTIONS ARE ALSO BELOW

PAYMENT ADDRESS:

4086 PGA Blvd

Palm Beach Gardens, FL 33410

(561) 225-1950

Directions: (I-95 Exit PGA Blvd, Go East, Right On RCA Blvd Behind Shell Gas Station Adjacent To Cinema).

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PREMIUMS ARE ADDED TO TOTAL HAMMER PRICES

28% Premium Using PayPal/Credit Card

23% Premium Using Cash/Wire Transfer

Any lot(s) totaling a price over \$2,000.00 will require a wire transfer as the only method of payment.

All international payments will require a wire transfer.

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ITEMS NOT PICKED UP BY the dates listed will be considered abandoned.

NO REFUNDS WILL BE GIVEN FOR LOTS CONSIDERED ABANDONED.

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Auction House cannot assist in moving any items.

Winning bidders must bring their own help or hire a shipping company.

Auction House does not provide ANY packaging materials.

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SHIPPING: ALL lots require shipping or local pickup. Shipping is handled by the buyer. Buyers can use any shipping company, we list some below for your convenience.

Please email them with your invoice, or call them, and they will provide you with a quote on picking up your items, packing, and shipping them:

1. First Class Shipping (all items): Call (754) 800-7674 or email 1shippingcenter@gmail.com for a quote.

2. Local UPS Store (all items): Call (561) 691-4095 or email store4368@theupsstore.com for a quote.

3. Raymie's Commercial & Residential Packing & Crating - (954) 980-3454 - or email raymiestrucking@yahoo.com

4. Express MZ Movers (sculptures, furniture): contact - Nicolas Prechaniuk - 973.803.6059, nicolas1971np43@gmail.com | Florida to NY (most points along I95); Florida to Chicago; Florida to Boston

5. Plycon Transportation Group (furniture): contact - Jay Juliano: 631.973.3088, quotes online at jay@plyconvanlines.com | Nationwide

6. Beyond Moving Storage (smalls & furniture) contact - Randy Avila: 561.506.9036 / 561.249.9839, beyondmovinginc@gmail.com | Local; Packing and crating for pick up.

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7. DejaVu In-House Flat Rate Shipping Service

All Buyers who want to use our 'DejaVu In-House Flat Rate Shipping Service' MUST send us a written email stating that they want us to pack & ship their items (dejavuestates@aol.com).

A separate invoice will be sent to buyers to pay for the shipping charges.

In-House Flat Rate Shipping Pricing:

\$14.00 (Small Flat Rate Box 5-3/8 x 8-5/8 x 1-5/8 inches)

\$25.00 (Medium Flat Rate Box 11 x 8-1/2 x 5-1/2 inches)

\$35.00 (Large Flat Rate Box 23-11/16 x 11-3/4 x 3 inches [or] 12 x 12 x 5-1/2)

All shipments include \$50.00 of insurance.

Invoices over \$50.00 will have additional insurance added to the total cost of the specified Flat Rate Box.

-Prices include packing material, tracking information, and shipping.

-Prices are valid for anywhere in the continental USA.

-DejaVu will NOT ship any items unless an email is sent from the bidder to (dejavuestates@aol.com), explicitly stating they want us to pack & ship their items.

-DejaVu will determine the appropriate box size. If items do not fit in the above box sizes, bidders are to hire a 3rd party shipping company or schedule a local pick up of their items.

-In-house flat rate shipping will begin shipping packages 7 days after the auction is complete.

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NO RETURNS/REFUNDS - EVERYTHING AS IS WHERE IS.

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1. Conduct of the Auction: The auctioneer has the right, in his/her sole discretion, to determine the conduct of the sale, including, without limitation, to advance the bidding, to reject any bid offered, to withdraw any lot, to reoffer and resell any lot, and to resolve any dispute in connection with the auction or sale. In any such case, the judgment of the auctioneer is final and shall be binding upon all auction participants. If the Internet stops working during an auction, the auctioneer has the right, in his/her sole discretion, to proceed with, or reschedule, the auction. DejaVu Estate Sales & Auctions can both bid on and purchase lots offered by DejaVu Estate Sales & Auctions. You agree to allow DejaVu Estate Sales & Auctions to use your contact information, including your physical and email addresses, for marketing purposes.

2. Payment: Payment must be made within ten (10) days following the auction. Payment may be made by Visa, Mastercard, Amex, Discover, wire transfer, check, cashier's check, money order, or PayPal. International purchases and all purchases over \$2,000.00 must be paid via wire transfer. Additionally, international bidders must pay by wire transfer; no other form of payment transfer will be accepted from international bidders or buyers. Buyers paying by credit card must sign and date the Auction Terms and Conditions Credit Card Authorization Form, and submit same to DejaVu Estate Sales & Auctions via email. Buyer consents to the completion of Buyer's credit card transaction without Buyer's signature. Checks should be made payable to DejaVu Estate Sales & Auctions, and mailed or delivered to DejaVu Estate Sales & Auctions. If a buyer fails to make timely payment as required in this paragraph, DejaVu Estate Sales & Auctions shall be entitled, in its sole discretion, to exercise any remedies legally available to DejaVu Estate Sales & Auctions, including, but not limited to, the following: (a) cancellation of the sale of the property to the non-paying buyer, including the sale of any other property to the same buyer; (b) reselling the property at public or private sale, with or without reserve; (c) retention of any amounts already paid by the buyer for the unpaid items, as compensatory damages for the lost opportunity to sell the items at full hammer price; (d) rejection of any bids of the buyer at future auctions; (e) setting off any amounts owed by DejaVu Estate Sales & Auctions to the buyer; (f) taking any other action DejaVu Estate Sales & Auctions deems necessary or appropriate under the circumstances.

3. Buyer's Premium: 28% CREDIT/DEBIT CARD or PAYPAL. 23% CASH/WIRE TRANSFER. PREMIUMS ADDED TO TOTAL HAMMER PRICES.

4. Sales Tax: 7% (Palm Beach County sales tax rate) added to all purchases. Sales tax will not be charged if bidder provides DejaVu Estate Sales & Auctions with a copy of a valid Resale Form, or Tax Exempt Certificate. Items shipped out of state are not subject to sales tax.

5. Shipping/Pick-up/Storage: DejaVu Estate Sales & Auctions highly recommends that bidders obtain shipping quotes prior to bidding. If you would like to obtain a shipping quote prior to the auction, there are a list of shippers on all invoices sent out, or you may contact your own shipper. DejaVu Estate Sales & Auctions provides shipping lists only as a service to its clients and any such list should not be considered an endorsement of any shipping company. Additionally, DejaVu Estate Sales & Auctions does not pack or ship items for insurance reasons. Final arrangements for shipping, and all costs associated with shipping, are the responsibility of the buyer. Any agreement for shipping is a contract between the buyer and the shipper; DejaVu Estate Sales & Auctions is not a party to any such contract and expressly disclaims any responsibility there under. No items will be released for shipping until DejaVu Estate Sales & Auctions receives payment in full and all payments have cleared. Due to space limitations lots must be picked up within fourteen (14) business days following the close of the auction. After twenty (20) days following the close of the auction, any lot which is not picked up will be deemed abandoned by the buyer, will become the property of DejaVu Estate Sales & Auctions and may be disposed of by DejaVu Estate Sales & Auctions, in any manner it chooses, without recourse.

6. Lot Descriptions / Inspection of Merchandise: Although DejaVu Estate Sales & Auctions has described each lot as accurately as they deem possible, all property is sold AS IS, with no representation or warranty of any kind from DejaVu Estate Sales & Auctions or the consignor. Measurements are approximate and are provided mainly for shipping purposes. Prospective buyers are advised to personally examine any property on which they intend to bid prior to the auction. Prospective buyers may view lots at DejaVu Estate Sales & Auctions auction location during the hours advertised in the preview. DejaVu Estate Sales & Auctions is not be liable for any errors or omissions contained in any catalog, report, inquiry response or in any other description of the Property. Any statements made by

DejaVu Estate Sales & Auctions, including all statements in any report, catalog or inquiry response, are intended as statements of opinion only and are not to be relied upon as statements of fact and do not constitute representations or warranties of any kind.

DejaVu Estate Sales & Auctions MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROPERTY, ITS AUTHENTICITY, AUTHORSHIP, PROVENANCE, CONDITION, VALUE OR OTHERWISE. DejaVu Estate Sales & Auctions ASSUMES NO RISK, LIABILITY OR RESPONSIBILITY FOR THE AUTHENTICITY OF THE AUTHORSHIP OF ANY LOT OR PROPERTY. DejaVu Estate Sales & Auctions HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

7. Estimates: Estimates are provided only as a guide for prospective buyers. DejaVu Estate Sales & Auctions makes no representations or warranties regarding the value or anticipated selling price of any lot or item.

8. Reserve Price: Some lots offered are subject to a reserve. A reserve is a confidential minimum price below which the lot will not be sold. DejaVu Estate Sales & Auctions will act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the Seller and may continue to bid on behalf of the Seller up to the amount of the reserve.

9. Withdrawals: DejaVu Estate Sales & Auctions reserves the right to withdraw any item from the auction for any reason and shall have no liability whatsoever for such withdrawal.

10. Entire Agreement: This Agreement sets forth the entire agreement between the Parties with respect to the subject matter referenced herein and shall supersede any and all prior agreements or understandings, whether written or oral, between the Parties, except as otherwise specified in this Agreement. You expressly agree that you are not relying on any prior statements or representations, whether oral or in writing, from DejaVu Estate Sales & Auctions, including any made related to the condition, authenticity, authorship or provenance of the auction items.

11. Severability: If any provision, clause, phrase, words or word in this Agreement is declared illegal or unenforceable and if the provision, clause, phrase, words or word cannot be modified to be enforceable, then the illegal or unenforceable provision, clause, phrase, words or word shall immediately drop out of the Agreement (to the narrowest extent possible) and become null and void, leaving the remainder of this Agreement in full force and effect.

12. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida and, by registering for and bidding in the auction (whether personally, online, by telephone or by agent), the buyer agrees that the sole and exclusive venue for any litigation relating to or arising out of this Agreement or the auction shall be in the State Courts located in Palm Beach County, Florida. In any action directly or indirectly arising from or in connection with this Agreement and/or the Auction, the prevailing party shall be entitled to recover its reasonable attorneys fees and taxable costs from the non-prevailing party. These enforcement rights shall be cumulative with, and not success give or exclusive of, any other legal remedies which may be available to the Parties of this Agreement.

13. Attorneys Fees: In any action directly or indirectly arising from or in connection with this Agreement and/or the Auction, the prevailing party shall be entitled to recover its reasonable attorneys fees and

taxable costs from the non-prevailing party. These enforcement rights shall be cumulative with, and not successive or exclusive of, any other legal remedies which may be available to the Parties to this Agreement.