

CONDITIONS OF SALE

GENERAL RULES

1. All bidders are responsible for reading and understanding these Conditions of Sale, as well as any supplemental notices.
2. All bidders must be registered and receive a bidding number.
3. The property offered in this sale will be offered and sold by RxArt. Any questions should be directed to RxArt or PR Consulting.
4. RxArt, PR Consulting and artnet assume no risk, liability or responsibility for the authenticity of the authorship (that is, the identity of the creator or the period, culture, course of origin, as the case may be, with which the creation of any property is identified), quality or value of any property offered at this auction. ALL PROPERTY IS SOLD "AS IS" AND NEITHER RXART, PR CONSULTING, NOR ARTNET MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL ANY OF THEM BE RESPONSIBLE FOR THE CORRECTNESS OF ANY CATALOGUE OR NOTICES OR DESCRIPTIONS OF PROPERTY, NOR BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTY OF PHYSICAL CONDITION, SIZE, QUALITY, RARITY, IMPORTANCE, OR GENUINENESS, ATTRIBUTION, AUTHENTICITY, PROVENANCE OR HISTORICAL RELEVANCE OF THIS PROPERTY.
5. No buyer's premium will be charged since this is a charity auction.
6. Purchasers may not request refunds or exchanges from any donor participating in this Auction or RxArt. Each bidder recognizes that neither RxArt, PR Consulting, artnet or anyone who assists in the Auctions shall be liable for any occurrence resulting from the use of auctioned items and/or services sold.
7. No statement in this catalogue or made at the sale or in any bill of sale or invoice or elsewhere shall be deemed such a representation or warranty, express or implied, as to whether the purchaser acquires any reproductions rights in the property.
8. Any property may be withdrawn by RxArt at any time before the actual sale. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the auction catalogue.
9. RxArt and artnet reserve the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer, or the highest bid at the time the auction officially closes, shall be the purchaser. In the event of any dispute between the bidders, RxArt shall have the sole and final discretion either to determine the successful bidder or
10. re-offer and resell the article in dispute. If any dispute arises after the sale, RxArt's sale records shall be conclusive in all respects.
11. If RxArt determines that any opening bid is not commensurate with the value of the article offered, RxArt may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, RxArt decides that any advance thereafter is insufficient, RxArt may reject the advance.

12. On the close of the auction, on November 18, 2008, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof (including without limitation damage to frames or glass covering any prints), (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price therefore.
13. Final bid does not include shipping/handling. The successful bidder is required to pick up their purchases, at its expenses, by appointment by December 1, 2008 at: RxArt, Inc. 208 Forsyth Street, New York, NY 10002.
14. If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to RxArt by law, including, without limitation, the right to hold the purchaser liable for the bid price, RxArt at their option, may either (a) cancel the sale, or (b) resell the property on three days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for payment of any deficiency, all other charges due hereunder, and incidental damages.
15. 12. Any checks should be payable to RxArt, Inc..
16. 13. In the case of order bids, RxArt, PR Consulting and artnet are not responsible for any errors or omissions in connection to such bids.
17. 14. For bidders who participate in the silent auction at the November 18 event, if the work becomes available for resale, purchaser agrees that the above listed work will be offered back to the artist or gallery at fair market value. The artist or gallery reserves the right of refusal to purchase this work at fair market value.
18. 15. Pursuant to Section 1116(a) of the New York Sales Tax Law, no New York State or local sales tax is required on the purchase of lots offered for sale by RxArt, as long as such purchases are delivered within the State of New York.
19. 16. All lots are offered with set reserves. However, it is understood that a seller, its principal, representations, employees or agents may bid on any property being offered for sale.
20. 17. Items in the silent auction may be bid on by filling out the available "Bid Sheet" i.e. name and phone number. The amount of the bid must be equal to or exceed the required increment as shown on the Bid Sheet and must be in round dollar amounts. All signed bids are binding and successful bidders will be notified either at the end of the auction or by phone or email no later than November 20, 2008. Successful bidders will also be expected to pick up their purchases, at their expense, by appointment at RxArt, Inc. 208 Forsyth Street, New York, NY 10002 by December 1, 2008.

SILENT AUCTION CONDITIONS OF SALE

1. The silent auction will go live online at 3:00 p.m. on Friday November 7, 2008 and will close on November 18 at 9:30 p.m. Winning online bidders will be determined on November 18, 2008 at the close of bidding and notified via email or phone by artnet.
2. Bidding for the silent auction items will be accepted at Milk Gallery during the RxArt Party or online through www.artnetonlineauctions.com
3. Bidders at the cocktail reception are expected to abide by stipulations on Silent Auction bid sheets. Bids that do not match specifications for bidding increments will be disqualified.
4. All starting bids must be greater than or equal to the minimum bid stated on the bid sheet. Each succeeding bid must exceed the required increment as shown on the bid sheet and be in round dollar amounts.
5. If the successful bidder in the Silent Auction placed a bid via the Silent Auction bid sheets, RxArt will notify him/her via email or telephone by November 20, 2008. If the bidder cannot be reached, RxArt will contact the next highest bidder.
6. If the successful bidder in the Silent Auction placed a bid via online auctions, artnet will notify him/her via email by November 21, 2008.
7. In the event of dispute RxArt shall have the sole and final discretion to determine the successful bidder.