Auction Terms & Conditions

Contract

All funds are in USD (US Dollars).

The auctioneer is the legal representative of Oakwood Auctions. As such, the Auctioneer's decisions during a live auction are without dispute and are final.

Oakwood Auctions reserves the right to reject any bid for any reason whatsoever. If there is a dispute between bidders or the validity of a bid, Oakwood Auctions will make the final determination.

If a winning bid is not paid in full in the designated amount of time, Oakwood Auctions can, at their discretion, re-auction the item and the delinquent bidder will be invoiced for any shortfall of said item.

The bidder must understand and adhere to the "Conditions of Sale" and "Terms and Conditions" prior to placing any bids.

Conditions of Sale

1. Each lot sold will have a buyer's premium of 20% added to the hammer price (winning bid), resulting in the total purchase price.

2. Canadian bidders are required to pay their respective provincial sales tax.

3. Oakwood Auctions reserves the right to cancel, combine, or separate a collection of lots without prior notice.

4. Bids will be accepted at the sole discretion of the auctioneer.

5. The auctioneer may bid on behalf of the consignor as authorized. The auctioneer may also accept telephone bids and absentee bids.

6. Full risk and responsibility will be placed on the winning bidder with regard to payment and shipping. Said bidder must adhere to all terms, conditions and applicable laws.

7. The winning bidder is responsible for making payment to Oakwood Auctions along with any arrangement(s) relating to procurement of winning lot(s), satisfactory to Oakwood Auction's terms and conditions. Any other arrangements regarding payment approved by Oakwood Auctions must be in writing from an Oakwood Auctions representative.

8. Winning bidders must make payment within 48 hours from the date of receiving the invoice. If this condition is not met, a charge of $15.00 USD per diem will be incurred by the winning bidder. The lot will become the property of the winning bidder only after full payment is received and shipping/procurement arrangements have been established to the satisfaction of Oakwood Auctions.

9. Once the auction closes, lots which have been won will be stored at Oakwood Auctions facilities at the sole risk of the winning bidder, until paid in full and shipping/procurement arrangements (satisfactory to Oakwood Auctions in writing) have been made.

10. All lots are sold "as-is" and do not come with any warrantees or guarantees of any kind. Oakwood Auctions strives to provide the most accurate descriptions possible and does not intend to mislead, misrepresent, or falsify any descriptions, dimensions, weights, sizes, edition sizes, authenticity, and/or rarity.

11. Payments may be made in cash, by credit card or cheque (pursuant to clearing), or via e-transfer, bank draft or PayPal. Accepted credit cards are Visa, Mastercard and Amex.

12. Failure to pay in full for winning lots can result in legal actions taken against the winning bidder. Actions may include (but are not limited to) removing the delinquent bidder from the approved bidder list, re-auctioning the lot item(s) and taking legal action against the delinquent bidder who would be responsible for any shortfall and accrued storage or legal fees associated with that lot.

Shipping

All fees and costs associated with shipping are separate from the hammer price (winning bid), buyer's premium and sales taxes.

Shipping and insurance can be arranged through our preferred courier, PakShip, at 905-470-6874. All shipping and handling charges will be billed through the courier. Local pickup is also available within 5 business days of payment in full. Alternatively, winning bidders can arrange their own shipping if cleared by Oakwood Auctions.

The winning bidder is responsible for understanding the import fees and import laws of their respective province/state/country. It is also the bidder's responsibility to obtain any and all import documentation (import/export licenses, certificates or other documentation) prior to bidding. Oakwood Auctions will not be responsible for bids placed on an item which is restricted in the aforementioned bidder's country. In such cases, the winning bidder will still be responsible for payment within 2 business days of receiving the invoice. Oakwood Auctions is more than happy to help bidders obtain an estimate on duties and taxes but these are just estimates; we cannot guarantee nor be held liable for the accuracy of said estimates.

Oakwood Auctions is not responsible for damaged, lost or stolen merchandise while in transit.

Oakwood Auctions reserves the right to ship parcels via our own in-house shipping methods, based on actual weight or dimensional weight (whichever is greater).

If your item has not been shipped or picked up within 5 business days of the auction conclusion, a storage fee will be charged per item at a rate of $15.00 USD per diem.

Condition Disclaimer

1. Oakwood Auctions strives to provide the most accurate descriptions possible and does not intend to mislead, misrepresent, or falsify any descriptions, dimensions, weights, sizes, edition sizes, authenticity, and/or rarity. Therefore, no refunds will be issued if, in the winning bidder's opinion, the lot is not in the exact condition specified. Bidders are encouraged to request more information on the lots they are interested in before bidding.

2. Lots are sold on an "as-is" basis with no implied warranties or guarantees.

3. Technical errors with the website or platform will not be considered the fault of Oakwood Auction. Oakwood Auctions will not be responsible for said errors.

Other

1. Oakwood Auctions holds all copyrights on all content, information, or graphics used in our auctions. As such, any unauthorized copying, distribution or use of said materials is strictly prohibited.

2. Oakwood Auctions reserves the right, at any time, and solely at its discretion, to revoke a bid if it deems the bidder's actions are unwarranted or violate any laws applicable.

3. Oakwood Auctions will not be held responsible or liable for any disputes regarding description, size, weight or dimensions of any particular lot. Oakwood Auctions will always strive to obtain and provide the most accurate information possible. Oakwood Auctions will always respond to inquiries regarding its auction lots up to and including the day of the auction.