



3906 CRESCENT STREET, 2<sup>nd</sup> Floor LONG ISLAND CITY, NY 11101

Phone 电话: 718-393-3888

Fax 传真: 718-392-3888

Email 邮箱: info@antiquereader.com

## ANTIQUEREADER TERMS AND CONDITIONS

### 纽约瑞德拍卖公司条款

#### For buyers (买家)

#### Conditions of sale (拍卖规则):

All property offered and sold through Antique Reader shall be offered and sold on the terms and conditions set forth below. By bidding at the auction, whether present in person or by agent, by written bid, telephone, internet or other means, the buyer agrees to be bound by these terms and conditions.

通过瑞德拍卖公司提供和销售的所有物品，应以下规定的条款和条例下进行提供和销售。无论是通过委托，电话，现场，网上或其他方法竞标，本人或代理人，买方都将同意以下规则和条款。

**1. All properties sold as is. All sales are final. No returns. No exceptions**

所有物品均以现状出售。一经售出，概不退货。没有例外！！

**2. A 20% buyer's premium will be added to the hammer price of each lot for floor and phone bidders (23% for all online bidders)**

**No exceptions!!**委托，现场，电话投标者，佣金为购买价的 20%（得标价）。网上投标者将加 23%佣金。没有例外！

**3. All purchases (including buyer's premium) will be subject to a New York State sales tax of 8.75% unless (1) the buyer is an out-of-state resident and lots are being shipped out of New York or (2) the purchaser has a valid tax-exempt certificate (an actual resale certificate must be presented and on file with Antique Reader)**

所有销售（包括佣金）将加上纽约州的 8.75% 的销售税，除非（1）买方不住在纽约州，并且货物将通过运输公司运往买家的地址（2）买方出示一份有效的售证书 - 免税证书（实际出售证书，必须出示给瑞德公司以备档案）

**4. All properties are sold as is and all sales are final. We do our best to describe any flaws or repairs. Written and oral descriptions are our opinions and should in no way be interpreted as a guarantee of any kind as to authenticity, age, condition and materials. Shipping and insurance is the responsibility of the purchaser. Purchase is not contingent upon shipping costs. Please explore costs before you bid**

所有物品均以现状出售。我们会尽全力来描述任何缺陷或修补痕迹。书面和口头说明只是我们的见解，不作为任何在真伪，年代，状况及材料的保证。买方承担运输和保险的责任。购买价格中不包括运费。

**5. All items are sold to the highest bidder as acknowledged by the auctioneer. The auctioneer has the right to reject any bid! The auctioneer is the arbiter of any disputed bid. He may reopen**

bidding at his discretion and reject bids deemed inappropriate. The auctioneer reserves the right to withdraw any item and to reoffer the item at another time

所有的物品将会卖给拍卖师所确认的最高竞价者。拍卖师有权拒绝任何一个投标！拍卖师将处理任何有争议的竞标。他有权利重新开始某件物品的竞标，也可拒绝认为不正规的投标。拍卖师有权撤销任何一件物品并且在适当时候再放上拍。

**6. Every effort is made by the auctioneer to execute all bids, including floor, absentee, telephone and internet bids. We are not responsible for any missed bids**

拍卖师将尽一切努力处理所有的投标，包括现场，委托，电话，与网上竞标。我们对没有投到的标将不承担任何责任。

**7. International buyers should note that some countries do not allow the importation of lots containing materials made from endangered species. This includes, but not limited to, ivory coral and tortoise shell. Please check with relevant import and customs regulations prior to bidding.**

国际买家请注意，一些国家不允许进口含有濒危物种制成材料的物品。这些包括但不限于，象牙，珊瑚和玳瑁。投标前请查询有关进出口和海关规定。

**8. All property purchased from Antique Reader must be paid within 7 days after the auction. If the invoice has not been paid within 30 days after the auction, Antique Reader will consider the sale void. All property purchased from Antique Reader must be removed within 60 days after the auction date. Antique Reader will not be responsible for paid items left for over 60 days after the auction date. (unless a prior agreement has been made). Items left after 60 days will incur a \$10/day storage fee per item. Once storage fees have exceeded the actual purchase price of the item(s) Antique Reader can exercise the right to re-auction.**

拍卖后的 7 天内必须付清货款。如果在拍卖后 30 天内还没付款，瑞德拍卖公司会当买家已放弃，该销售无效。凡在瑞德拍卖公司所购买的所有物品必须在拍卖后的 60 天内取回。所有物品若在拍卖后的 60 天后还留在本公司，瑞德公司将不承担任何责任，除非事先另行商议。60 天以后留下的每件物品，我们将每天收取\$10 保管费。一旦该物品的保管费用超过实际销售价，瑞德拍卖公司有权利将它重新拍卖。

**9. If any part of these conditions of sale is found by any court to be invalid, illegal or unenforceable, the balance of the conditions shall continue to be valid to the fullest extent permitted by law.**

如果发现出售这些条件的任何部分的任何法院为无效，非法或不可执行的，平衡的条件下，应继续在有效的法律所允许的最大范围内执行。

**10. The rights and obligations of the parties with respect to these conditions of sale and terms of guarantee, as well as the purchaser's and our respective rights and obligations hereunder, the conduct of the auction and any matters connected with any of the foregoing, shall be governed and interpreted by the laws of the State of New York. By bidding at auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have submitted, for the benefit of Antique Reader, to the exclusive jurisdiction of the federal or state courts located in the state and county of New York and waives any objection to the jurisdiction and venue of any such court.**

**11. By bidding at auction, whether present in person or by agent, by written bid, telephone, internet bid or other means, Antique Reader will keep the bidder's contact information for future auction or news event notifications, unless bidder specifically notify our auction house to remove their name from such list.**

是否亲自出席或通过代理人，通过书面出价，电话，网络出价或其他方式，瑞德拍卖公司将保持投标人的联系方式为未来的拍卖或新闻事件通知。

**12. All bidders (floor, phone, absentee, and internet) require submitting a \$500 deposit in order to participate in auctions held by Antique Reader.**

所有参加瑞德拍卖公司的投标人（现场，电话，委托和网上）需要提交 500 美元的押金。

**SHIPPING CONTACTS AND ARRANGEMENTS(运输联系):**

ALL ITEMS NOT BEING PICKED UP AT THE GALLERY WILL BE SHIPPED BY SHIPPING COMPANIES FROM OUR SUGGESTED LIST OF SHIPPERS. ANTIQUE READER DOES NOT HANDLE ANY SHIPPING. BUYERS MUST CONTACT SHIPPING COMPANY DIRECTLY AFTER THE AUCTION TO ARRANGE SHIPMENT AND PAYMENT FOR SHIPPING. A SHIPPING RELEASE FORM IS ALSO REQUIRED TO BE FILLED OUT AND SIGN IN ORDER FOR US TO RELEASE THE ITEM TO THE SHIPPING COMPANY. IF YOU DECIDE TO USE YOUR OWN METHODS OR ANOTHER SHIPPER THAT'S NOT ON OUR SUGGESTED LIST OF SHIPPERS, YOU MUST INFORM US PRIOR SO THAT THERE WILL BE NO CONFUSION!!!

凡是买家不在瑞德拍卖公司当场提货都须通过我们所提供的专业运输公司来寄送。瑞德拍卖公司不提供任何包装和运输服务。拍卖后，买家须直接联系运输公司。我们还需要您填写我们的运输表格给予我们权利将你的物品交给运输公司。如果您决定使用自己的方法或其他运输公司，您必须通知我们，以免误会！！

**PAYMENT DETAILS(付款细节):**

**PAYMENT MUST BE RECEIVED WITHIN 7 DAYS OF THE AUCTION!!!!**

必须在拍卖后的 7 天内付清货款！！

BUYERS WILL HAVE 30 DAYS AFTER THE AUCTION DATE TO CONTACT ANTIQUE READER IF THERE IS A DISCREPANCY ON THE MERCHANDISES. ANTIQUEREADER WILL NOT BE RESPONSIBLE FOR ANY ITEMS AFTER 30 DAYS FROM THE AUCTION.

买家可以在拍卖后的 30 天内联系我们公司有关任何货物上看差别。拍卖 30 天后瑞德拍卖公司将不承担任何责任。

TERMS ARE STRICTLY（我们只收以下）：

CASH (IN HOUSE ONLY) 现金（拍卖现场）

WIRE TRANSFER (CONTACT ANTIQUE READER FOR WIRE TRANSFER METHOD) 银行转账（请跟我们联系有关转账的资料）

CREDIT CARDS (MASTERCARD, VISA, & DISCOVER) (SUBJECT TO 3 PERCENT CONVENIENCE FEE)（信用卡，需另加 3% 手续费）

DEBIT CARD OVER THE PHONE WILL ALSO BE SUBJECT TO 3 PERCENT CONVENIENCE FEE（DEBIT 卡如在电话上付也需加 3% 手续费）

MONEY ORDER, CERTIFIED CHECK, APPROVED PERSONAL OR BUSINESS CHECK WITH PROPER IDENTIFICATION.（汇票，支票，个人支票需身份证或公司支票）

**WE DO NOT PREFER PAYMENT MADE THROUGH PAYPAL!!!**

我们不建议用 PAYPAL 付款！

**WE RESERVE THE RIGHT TO HOLD MERCHANDISE UNTIL THE CHECK IS CLEAR.**

支票需要我们在银行里确认后才算付款。

## FOR SELLERS (卖家)

### CONSIGNMENT AGREEMENT:

#### 委托协议

1. CONSIGNMENT: CONSIGNOR GRANTS ANTIQUE READER THE EXCLUSIVE RIGHT TO SELL HIS / HER PROPERTY AT PUBLIC AUCTION. ANTIQUE READER WILL DECIDE THE AUCTION AT WHICH THE PROPERTY WILL BE AUCTIONED. ANTIQUE READER MAY DIVIDE OR COMBINE THE PROPERTY INTO ONE OR MORE SEPARATE LOTS. ANTIQUE READER WILL INCUR NO LIABILITY FOR THE POSTPONEMENT OF ANY AUCTION FOR ANY REASON. ANTIQUE READER IS NOT RESPONSIBLE FOR ITEMS LEFT WITH THE AUCTION GALLERY THAT DO NOT APPEAR ON THE PROPERTY RECEIPT MADE OUT BY AN ANTIQUE READER EMPLOYEE. ANY ITEMS LEFT WITH ANTIQUE READER THAT DO NOT APPEAR ON A PROPERTY RECEIPT ARE TO BE REMOVED FROM THE PREMISES OR THE CONSIGNOR WILL BE CHARGED STORAGE FEES, DEDUCTIBLE FROM FUTURE SALES PROCEEDS.

委托：委托者给予瑞德公司独家权力公开拍卖他的所委托的拍卖品。本公司有权决定拍卖品在一个特定月份拍卖。本公司有权决定该拍卖品为一个或多个独立拍品。瑞德公司不对推迟拍卖承担责任。

2. COMMISSIONS: CONSIGNOR AGREES TO PAY ANTIQUE READER A COMMISSION OF 15% OF THE TOTAL SALE BY DEFAULT UNLESS SPECIFIED ON THE CONSIGNMENT ORDER. THIS RATE MAY DEPEND ON EACH INDIVIDUAL CONSIGNOR.

佣金：委托者同意支付本公司总额 15% 的佣金，除非在货单上另行注明。

3. RESERVES (MINIMUMS): REASONABLE RESERVES WILL BE ACCEPTED ON IMPORTANT PROPERTY ONLY. RESERVES ARE TO BE AGREED UPON BEFORE THE PROPERTY IS PICKED UP AND CANNOT BE RAISED AFTER THE PICKUP.

保留价：保留价由瑞德公司与委托人通过协商书面确定。保留价确定后本公司方可提取拍卖品，保留价数目一经双方确定，不可再提高。

4. INSURANCE: DAMAGE TO OR LOSS OF PROPERTY WILL BE INSURED BY ANTIQUE READER. COVERAGE BEGINS WHEN ANTIQUE READER TAKES POSSESSION. MINOR DAMAGE TO FRAMES, GLASS, OR NICKS TO FURNITURE, OR ATMOSPHERIC DAMAGE WILL NOT BE INSURED BY ANTIQUE READER. INSURANCE COVERAGE AMOUNT OF EACH ITEM WILL BE EQUAL TO THE AMOUNT OF THE AGREED RESERVE, OR \$100 IF NO RESERVE HAS BEEN ESTABLISHED. CONSIGNOR WILL PAY 1% OF THE INSURANCE COVERAGE AMOUNT OF EACH ITEM TO ANTIQUE READER INC. PLEASE NOTE: PROPERTY IS NOT INSURED FOR REPLACEMENT VALUE.

保险：瑞德公司将对拍卖品毁损或灭失提供保险。在委托人与本公司订立委托拍卖合同并将拍卖品交付本公司后，所有拍卖品将自动受保于本公司的保险。因自然磨损、固有瑕疵、内在或潜在缺陷、物质本身变化，自燃、自热、氧化、锈蚀、渗漏、鼠咬、虫蛀、大气（气候或气温）变化、湿度或温度转变或其它渐变原因以及因地震、海啸、战争、敌对行为、武装冲突、恐怖活动、政变、罢工、社会骚乱等不可抗力及核辐射及放射性污染对拍卖品造成的任何毁损、灭失，以及由于任何原因造成的图书框架或玻璃、囊匣、底垫、支架、装裱、插册、轴头或类似附属物的毁损、灭失，不在保险理赔范围之内。保险金额为保留价的 1%，若无保留价，保险金额为\$100 的 1%，\$1。凡属因本公司为拍卖品所购保险承保范围内的事件或灾害所导致的拍卖品毁损、灭失，应根据有关保险的法律和规定处理。

**5. PHOTOGRAPHY: ANTIQUE READER RESERVES THE RIGHT TO PHOTOGRAPH ANY PROPERTY.**

摄影：瑞德公司有权为拍卖品进行摄影。

**6. PAYMENTS: ANTIQUE READER WILL MAIL THE SALES PROCEEDS TO THE CONSIGNOR, NET OF ALL COMMISSIONS AND COSTS, 45 DAYS AFTER THE AUCTION CLOSE, TOGETHER WITH A FULL ACCOUNTING THEREOF. PAYMENT WILL BE PAID WITHIN 45 DAYS FROM SALE ON CONDITION THAT MERCHANDISE IS PAID IN FULL BY BUYER.**

出售收益支付：瑞德公司将在拍卖结束45天之后收到竞买人全款的情况下，扣除佣金和其他费用，将出售收益支付给委托人。

**7. CLAIMS BY BUYERS: IF, WITHIN 30 DAYS FROM THE AUCTION CLOSE, THE BUYER OF ANY PROPERTY DEMONSTRATES TO ANTIQUE READER'S SATISFACTION THAT THE PROPERTY PURCHASED IS NOT AUTHENTIC OR IS MATERIALLY DIFFERENT FROM ITS CATALOGUE DESCRIPTION OR OTHER ANTIQUE READER REPRESENTATIONS, ANTIQUE READER MAY, IN ITS SOLE DISCRETION, DELAY PAYMENT TO THE CONSIGNOR (IF NOT YET PAID TO THE CONSIGNOR), RESCIND THE SALE, AND REFUND THE FULL PURCHASE PRICE TO THE BUYER. IF THE CONSIGNOR HAS BEEN PAID, CONSIGNOR WILL REMIT TO ANTIQUE READER THE PROCEEDS PREVIOUSLY RECEIVED FOR THE RESCINDED SALE.**

竞买人权益：在拍卖结束之后 30 天内，买受人提供充分证据证明拍品的真实性与描述不符，本公司有权解除销售合同并为买受人提供全额退款。在此情况下，本公司有权要求变更或者解除委托拍卖合同，委托人须退回已收到的出售收益。

**8. WARRANTIES AND INDEMNIFICATION BY CONSIGNOR: (A) CONSIGNOR REPRESENTS AND WARRANTS THAT HE HAS THE LEGAL RIGHT TO CONSIGN THE PROPERTY FOR SALE; THAT THERE IS NOT, NOR WILL THERE BE, ANY CLAIM, LIEN OR ENCUMBRANCE AGAINST THE PROPERTY FOR ANY REASON. (B) CONSIGNOR AGREES TO INDEMNIFY ANTIQUE READER AGAINST ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES ARISING FROM THE ACTUAL OR CLAIMED BREACH OF ANY OF THE CONSIGNOR'S WARRANTIES OR REPRESENTATIONS HEREIN, WHICH SHALL SURVIVE THE COMPLETION OF A SALE OF PROPERTY.**

委托人的担保与赔偿：(A) 委托人表明并保证其对拍卖品拥有依法委托权利；拍卖品未存在，也不将承担任何抵押义务，留置权或任何其他原因所产生的权益负担。(B) 委托人同意赔偿本公司所有债权及费用，包括由于违反上述委托人担保与陈述所产生的合理的律师费用。

**9. NONPAYMENT BY PURCHASER: ANTIQUE READER IS NOT OBLIGED TO LEGALLY ENFORCE PAYMENT BY ANY BUYER OF THE PROPERTY. IF ANTIQUE READER DOES NOT RECEIVE THE PAYMENT BY THE PURCHASER WITHIN 30 DAYS OF SALE, ANTIQUE**

READER MAY, IN ITS SOLE DISCRETION, CANCEL THE SALE AND RESELL THE PROPERTY.

买受人未付款：本公司无权向买受人追索拖欠价款。买受人在拍卖结束 30 天内未向本公司付清价款，本公司有权取消并重新出售该拍卖品。

10. NO GUARANTEE: ANTIQUE READER DOES NOT GUARANTEE THE SELLING PRICE OF THE PROPERTY. ALL ESTIMATES OF SELLING VALUE ARE OPINION ONLY AND SHALL NOT BE CONSTRUED AS ANY PROMISE OF SELLING PRICE. ANTIQUE READER IS NOT LIABLE FOR ERRORS OR OMISSIONS IN CATALOGUES OR OTHER DESCRIPTIVE MATERIAL.

售价保障：本公司无法保障拍卖品的最终售价。拍卖品的估计售价不作为最终售价的承诺。本公司不对图册和其他描述的错误承担责任。

11. UNSOLD PROPERTIES: A.) THE CONSIGNOR SHALL RECLAIM UNSOLD PROPERTIES NO MORE THAN 60 DAYS AFTER THE LAST DAY OF THE SALE. B.) THE CONSIGNOR IS RESPONSIBLE FOR CONTACTING ANTIQUE READER TO INDICATE WHEN UNSOLD, CONSIGNED ITEMS ARE TO BE RETRIEVED FROM THE GALLERY, OR IF THE UNSOLD CONSIGNED ITEMS ARE TO BE RELISTED IN A SECOND AUCTION, IT IS INCUMBENT UPON THE CONSIGNOR TO ALERT ANTIQUE READER TO THAT DECISION BEFORE 30 DAYS ELAPSE AFTER AN AUCTION. ALL ITEMS NOT RELISTED IN A FUTURE AUCTION ARE GIVEN A GRACE PERIOD OF 60 DAYS AFTER THE LAST DAY OF THE SALE FOR THE CONSIGNOR TO RETRIEVE FROM THE GALLERY. PROPERTY REMAINING AFTER THE 60 DAYS AFTER THE LAST DAY OF THE SALE WILL BE SUBJECT TO STORAGE CHARGES OF \$10 PER DAY, PER LOT. ALL CHARGES MUST BE PAID BEFORE THE PROPERTY IS RELEASED.

未成交拍卖品：A.)委托人应在拍卖结束 60 天内收回拍卖品。B.)拍卖未成交之后，委托人有义务在 30 天内联系本公司取回拍卖品或将其重新上拍。委托人须在 60 天内取回拍卖品。对于每件超过 60 天期限的拍卖品，本公司将收取\$10 每天的保管费。在取回拍卖品前，委托人须付清所有费用。

12. PRIVATE SALES: FOR PROPERTY FAILING TO SELL (sold on the auction, but buyer fail to paid in 30 days after the auction) OR FAILING TO MEET ITS RESERVE, ANTIQUE READER HAS THE EXCLUSIVE RIGHT FOR 45 DAYS FROM THE AUCTION DATE TO SELL PROPERTY PRIVATELY FOR A PRICE EQUIVALENT TO THE RESERVE PRICE. CONSIGNOR'S OBLIGATIONS TO ANTIQUE READER SHALL REMAIN THE SAME AS IF THE PROPERTY HAD BEEN SOLD AT AUCTION.

私人销售：如拍卖品未能成交（或买受人没有在 30 天内付款），本公司有权在 45 天之内以保留价出售该拍卖品。委托人承担与拍卖成交相同的义务。

13. CONTRACT TERM: THIS CONTRACT WILL CONTINUE IN FORCE UNTIL NOTICE TO CANCEL IS GIVEN BY EITHER PARTY.

合同条款：在任何一方提出通知取消前，该合同持续生效。

14. BUYBACK: ALL ITEMS THAT DOES NOT MEET THE RESERVE WILL BE BUYBACK BY THE AUCTION HOUSE. BUYBACK FEE WILL BE \$20 PER ITEM BY DEFAULT UNLESS SPECIFY ON THE CONSIGNMENT ORDER.

购回：所有未达到保留价的拍卖品将被购回。除另行商定以外，购回费用为\$15。

15. WITHDRAW PENALTY: ONCE THE ITEM HAS BEEN LISTED ON THE AUCTION, CONSIGNOR CAN NOT WITHDRAW THE ITEM AT ANY POINT OF TIME. IF THE ITEM HAS

NOT BEEN LISTED ON THE AUCTION, CONSIGNOR WILL PAY ANTIQUE READER \$100 PER ITEM (WITHDRAW PENALTY) AND ITS INSURANCE FEE IF CONSIGNOR CHOOSE TO WITHDRAW THE ITEM.

撤回拍卖品：拍卖品上拍之后，委托人无权撤回拍卖品。拍卖品尚未上拍时，委托人有权撤回拍卖品，并应支付各项费用总计\$100以及第4条中约定的保险费用。

16. PROCESSING FEE: CONSIGNOR WILL PAY ANTIQUE READER INC. \$10 PROCESSING FEE FOR EACH OF THEIR ITEM THAT IS LISTED ON THE AUCTION. \$10 PROCESSING FEE WILL BE CHARGED ON EVERY AUCTION AS LONG AS THE ITEM IS LIST ON THAT AUCTION.

手续费：对每一件上拍物品本公司都将收取\$10手续费。

#### 17. FEE SUMMARY:

费用小结

- COMMISSION: 15% OF THE TOTAL SALE BY DEFAULT UNLESS SPECIFIED ON THE CONSIGNMENT ORDER; (REFERENCE 2)

佣金：出售收益的15%，另行商定除外。

- INSURANCE: 1% OF THE INSURED AMOUNT OF EACH ITEM; (REFERENCE 4)

保险费：底价的1%，或\$1。

- BUYBACK: \$15 BUYBACK FEE; (REFERENCE 14)

购回费：\$20。

- WITHDRAW PENALTY: \$100 EACH ITEM (REFERENCE 15)

撤回罚金：每件\$100。

- PROCESSING FEE: \$10 (REFERENCE 16)

手续费：\$10。

#### 18. ADDITIONAL PROVISIONS:

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IF THERE IS ANY QUESTIONS REGARDING THE TERMS AND CONDITION,  
FEEL FREE TO CALL OUR OFFICE DIRECTLY

如对以上条款有任何问题或建议请随时联系我们。

ANTIQUER READER INC  
3906 Crescent ST. FL 2  
Long Island City, NY 11101  
USA  
Phone: 718-393-3888  
Fax: 718-392-3888  
Email: [admin@antiquereader.com](mailto:admin@antiquereader.com)  
Web: [www.antiquereader.com](http://www.antiquereader.com)  
Time Operation:  
MONDAY-FRIDAY 9am – 5pm

**Endorsement**

CLIENT'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ANTIQUER READER INC.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_