

Sale Name: July 26th 10am EDT Toy Train Auction

LOT 1 - Terms and Conditions of this sale



Description

All of Elliott Auctions sales are open to the general public in a cataloged online only format through our App, website, and multiple bidding platforms. Like any traditional auction, we require all bidders to be registered in advance to bid in our sales and to agree to our Terms of Sale. Bidders are issued a unique bidder or paddle number for each sale. All bidders will pay 15% buyers premium paying with a credit card, bidders paying with cash, check, or money order will pay a 15% buyers premium. We accept CASH, check, or major credit card (3.5% fee). Payment in advance is required in order to pickup your items. To schedule a time, contact our office in advance. Please be sure to bring ANY assistance and ALL the packing material you will need, we do not store used materials and do not have staff for loading. We have always shipped in house, and once we receive payment for your items, we can pack and send your shipping quote. We use Shipping Saints to get the best rates in the industry. Your items are professionally packed, using only the best quality materials. Bidding Terms 1 These Conditions apply to those bidders in attendance, online, through our App, or phone bidding directly through us. If you are participating through Live Auctioneers, please read the Terms & Conditions listed there as they will be applied to you. 2 The auctioneers have endeavored to correctly catalog and describe the property being sold, but all property is sold "as is". The auctioneers reserve the right to make verbal corrections and provide additional information from the block at the time of sale. All toys are sold as untested and are not guaranteed to work. All pieces to play sets and model kits have been photographed. We don't guarantee the completeness of the sets or kits unless they are described as sealed or complete in their lot description. 3 The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneers shall have absolute discretion as to who was the successful bidder or auctioneer may re-offer the disputed item for sale, if auctioneer so wishes. 4 Successful bidders must pay **in full within ten days of sale**, and items are not available for pickup until invoiced. The auctioneers reserve the right to hold merchandise purchased by personal check until the check has cleared the bank, if the auctioneers deem such action necessary to protect their interest. 5 The auctioneers will accept as payment of each purchaser's account: cash, credit cards, certified checks or personal checks which have been approved by the auctioneers. All purchases are subject to the Indiana 7% sales tax unless the purchaser possesses a Sales Tax Exemption Number from any US state. 6 There is a 18.5% Buyer's Premium on payments made with a major credit card. For purchases made by cash, check or money order, the Buyer's Premium shall be reduced to 15%. 7 All of our auctions may be listed with Live Auctioneers and other platforms. In the event of a problem with the internet service, we will stop selling and wait for the internet problem to be resolved. There are separate Conditions listed online for internet bidders. 8 All sales are final. Refunds will not be given to attending bidders except in case of damage by the auctioneers after the purchase has been made. Refunds will not be given because of

the condition of the original box. In the case of a refund due because of damage during shipping, the buyer will be refunded only when the auctioneers have been reimbursed by the professional shipping company. Original shipping charges and return shipping charges will not be refunded in case of a returned item. 9 The auctioneers are not responsible for typographical errors or omissions. 10 The auctioneers are not responsible for items not collected by attending bidders. 11 Bidding on any item indicates your acceptance of these conditions. Elliott Auctions, LLC guarantees the toys they sell, but cannot be responsible for repairs not visible without taking the toy apart or replacement parts created by contemporary craftsmen who are doing expert restorations. Missing pieces of toys and games not obvious without directions or knowledge of the toy or game are also not part of this guarantee. Miniature figures - major defects, damages, repair and/or repainting have been noted where possible. It must be understood that we cannot be responsible for minor age defects or hidden conditions. They will be sold in an "as is" condition. Original boxes were used to protect the items inside, so they are usually worn to some degree. The original box is not included in the grading of the toy, ever. An original box described as "rough" should be considered as in very poor & distressed condition and may or may not be complete. It must be understood that toys were played with by children. Consequently, when a toy is graded C1, it has more flaws, such as rust, dents, worn tires, etc., than toys graded C6. However, the toys graded C6 also might have these flaws, but to a lesser degree. We do not grade a toy based on its rarity or desirability. When grading toy trains we strictly adhere to the TCA standards which we are a member of (12-67544). 12 Items must be paid for within **10 days** of sale **and** picked up or shipped within **14 days** of sale, items not shipped or picked up are considered abandoned property and all rights of ownership are forfeited. These items will be resold or disposed of. If you have a specific question about any piece being auctioned and need more information than is listed in the catalog, please call in advance of the auction and ask for assistance, 765-762-9300.

Quantity: 1



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