

Internet Auctions

Conditions of Sale

THE PLACING OF A BID SHALL CONSTITUTE ACCEPTANCE OF THESE CONDITIONS OF SALE BETWEEN BIDDER AND MICHAEL ROGERS ONLINE (MRO), formerly DANBURY STAMP SALES, a division of DANIEL F. KELLEHER AUCTIONS, LLC, now branded as “DFK WEEKLY ONLINE SALES” and identified herein as “DFKWOS”.

BIDDING

1. All participants must be registered to bid and have provided a valid credit card, which will be charged at the closing of the sale per the terms listed within. All bids are per lot, as numbered in the online Catalogue. DFKWOS, as agent for the consignor or vendor, shall regulate the bidding and shall determine the manner in which the bidding shall be conducted. DFKWOS reserves the right to withdraw any lot prior to sale (without liability to any potential purchaser or agent), to re-offer any withdrawn lot, to divide a lot or to group two or more lots belonging to the same consignor or vendor, and to refuse any bid believed not made in good faith. Suggested bid values or estimates of sales prices contained in the online catalogue reflect the best judgment of DFKWOS and are not minimum or upset prices.

2. Bids shall be made in the steps set forth on the bidding page, and will be reduced to the nearest bid increment. Lots will be sold to the highest bidder at no more than the bid price, and possibly less if the bid is above the Suggested Bid value listed and above any reserve. Competitive bids will raise one another at one step above the next highest step, provided they are at or above the Suggested Bid.

Ex. Suggested Bid \$200, Bid \$150, full bid up to the Suggested Bid will be taken. Ex. Suggested Bid \$200, bid \$300, bid up to the Suggested Bid is taken, \$200.

Should a dispute arise between bidders, DFKWOS alone shall determine who the successful bidder is and whether to reoffer the lot in dispute. Should a dispute arise after the sale, DFKWOS sale records shall be conclusive. On all lots sold, a commission of 20% on the hammer price is payable by the buyer to DFKWOS together with any sales and use tax or customs duties, plus any shipping and insurance charges.

3.(a) DFKWOS reserves the right to bid on behalf of clients (and consignors or vendors) but shall not be liable for errors and omissions in executing instructions to bid, however received, and whether such errors or omissions be those of the bidder or agent or those of the auctioneer.

(b) Lots are offered subject to a reserve price. DFKWOS will implement such reserve price by bidding on behalf of the consignor vendor.

(c) It may also be assumed that all consignors have been advanced monies against the sale of their consigned material and DFKWOS therefore has a security interest in the consigned material over and above the normal auction commission.

(d) Purchases made by a consignor or vendor or his agent on his own lots shall be considered as a sale subject to commissions and sales tax as applicable.

PAYMENT FOR PURCHASES

4. (a) Payment for lots, including those on which opinions are desired (Condition of Sale 7), shall be as follows:

(b) All bidders, unless previously exempted by DFKWOS, must have a valid credit card registered to be charged at the time of invoice. Those exempted may pay cash, personal or company check, bank draft, bank transfer or paypal payment.

(c) Successful bidders will be notified of lots purchased and credit cards charged at the time of invoice. DFKWOS will send such lots after payment in full. However, a purchaser known to DFKWOS, at its option may have purchases delivered or forwarded for immediate payment (as per above). Mailed delivery will be to the address registered online, or in the case of absentee bids, those on the bid sheet and proof by DFKWOS of receipt of a sending at the advised address shall constitute delivery and bidder agrees NOT TO dispute payments with Credit Card Issuers and/or PayPal. All charges for processing, delivery and insurance obtained by DFKWOS on behalf of the purchaser shall be added to the purchase price, for all lots weighing less than six (6) ounces; for those lots above six (6) ounces, a minimum charge of \$6.00 will be made. Risk of loss in transit shall be on the purchaser and again no monetary claims/disputes will be made by purchaser with Credit Card Issuers or PayPal.

5. Title shall not pass to the purchaser until full payment has been received by DFKWOS as agents for the consignor or vendor.

6. (a) Purchasers agree to pay for lots as specified in Condition of Sale 4 (or as the same may be modified by Condition of Sale 8), and no credit is extended; a late payment charge of 2% per month or fraction thereof shall be added if payment is not made in accordance with the aforesaid conditions.

(b) In the event that a bidder shall fail to comply with these Conditions of Sale ("Non-Complying Bidder"), then, as to any lot with respect to which such failure to comply occurs, DFKWOS, may, in its sole discretion, re-offer such lot during the same auction or at an auction at a later time, or by private treaty at such time as DFKWOS, in its sole discretion, deems appropriate and the Non-Complying Bidder shall be liable for the deficiency, if any, between the hammer price and the net proceeds of a sale to a subsequent purchaser, whether at auction or by private treaty, as well as for all costs and expenses of both sales, all other charges due thereunder, including commissions with respect to both sales, whether payable to DFKWOS or to a third party and all incidental damages. It shall be in DFKWOSs' sole discretion to determine whether to re-offer the lot theretofore hammered-down to a Non-Complying Bidder at the same auction, or by private treaty in due course, or at a subsequent auction conducted by DFKWOS. In no event shall any surplus arising from the sale of a re-offered lot be payable to a Non-Complying Bidder.

(c) A defaulting purchaser shall be deemed to have granted DFKWOS a security interest in property in DFKWOS's possession owned by such purchaser. DFKWOS shall have all of the rights afforded a purchase money secured party under the Connecticut Uniform Commercial Code with respect to such property and may apply against such obligations all monies held or received by it for the account of, or due from DFKWOS to such purchaser. DFKWOS is authorized to file a Financing Statement in order to perfect its rights as a secured party.

(d) If DFKWOS takes any legal steps to secure payment of a delinquent account, the defaulting purchaser shall be liable for all legal and other expenses incurred by DFKWOS to secure such payment, including but not limited to a reasonable allowance for attorneys' fees. For purposes of this paragraph, the term legal steps shall be deemed to include any and all consultation by DFKWOS with its attorneys with respect to all matters arising out of a delinquent account.

WIRING INSTRUCTIONS:

Please contact us for our wiring instructions.

EXHIBITION AND INSPECTION OF LOTS; QUALITY AND AUTHENTICITY

7. (a) Ample opportunity is given for on premises inspection prior to the auction date, and, upon written request and at DFKWOS's discretion.

(b) Each lot is sold as genuine and correctly described, based on individual description as modified by any specific notations in this Catalogue.

(c) Quality. Any lot which a purchaser considers to be incorrectly described may be returned to DFKWOS within two weeks of its receipt by such purchaser ("Returning Purchaser"), provided, however, that the same is received by DFKWOS within four weeks of the date of the auction; however, DFKWOS may, in its discretion, refuse acceptance of such returned lot. If an opinion of a mutually acceptable authority is desired, the period of time within which a lot must be received by DFKWOS will be extended in accordance with Condition of Sale 7. In the event that a dispute cannot be resolved by reference to a mutually acceptable authority, and DFKWOS thereupon undertakes to re-offer the lot with a description identical to the description disputed, the Returning Purchaser shall be liable for the deficiency, if any, between the proceeds of the sale to the Returning Purchaser and the proceeds of a sale to a subsequent purchaser, as well as for all costs and expenses of the resale, including commission, and all incidental damages. Any lot, the description of which is disputed, must be returned intact and in the original packaging and in the condition received (unaltered) by the purchaser. The following lots are not returnable except at the discretion of DFKWOS: (i) lots from purchasers who attended the exhibition of the lots; (ii) lots examined by postal viewers; (iii) lots on account of their appearance, if they are illustrated in this online catalogue; or (iv) lots described as having repairs, defects or faults for any reason. (v) lots containing more than ten (10) items.

(d) Authenticity. Any lot which is declared otherwise than genuine by a generally recognized authority is returnable, provided such lot is received by DFKWOS within four weeks of the date of the auction and said item was placed on extension at time of bidding or within 7 days from date of sale. Proof that a mutually acceptable authority declines to express an opinion is not grounds for the return of a lot.

(e) Expenses incurred a purchaser in the submission and the return of a lot under Conditions of Sale 7 **are not subject to refund.**

(f) Numerical grading is subjective and is based upon the condition of each issue. Lots may not be returned if a third party grades a stamp at lower than our grade.

(g) Lots with existing Certificates from the Philatelic Foundation (PF) or Professional Stamp Experts (PSE), British

Philatelic Association (BPA), Royal Philatelic Society of London (RPSL), Vincent Graves Green Foundation (VGG) or any other expertizing authority as recognized by the International Association of Philatelic Experts (AIEP), for items within their specialty and dated within the last seven (7) years from the date of sale, will be offered and sold on an "as-is" basis and as so stated on the certificate. Such lots may not be returned for any reason, including but not limited to a contrary verbal or written opinion or certificate.

SALES TAX/CUSTOMS DUTIES

8. Unless presented with satisfactory proof that the transaction is exempted by law, the successful purchaser is responsible for payment of any applicable sales tax or any compensating use taxes of any state claiming jurisdiction, and authorizes DFKWOS to assess and collect such amounts from the purchaser, and remit the appropriate amount to the applicable taxing authority. Buyers outside the U.S. are responsible for all customs duties. A purchaser shall indemnify DFKWOS and hold it harmless of and from any claims of any jurisdiction for sales taxes relating to the purchase of articles at the auction, whenever the same may arise.

APPLICABLE LAW, JURISDICTION, PRIVACY POLICY ETC.

9. All matters arising out of this auction shall be governed by the laws of the State of Connecticut without giving effect to the choice of law principles thereof.

To see our Privacy Policy, [click here](#);

ARBITRATION

10. Any controversy or claim arising out of or relating to this auction shall be settled by arbitration in the City of New York, State of New York in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction.

JURISDICTION AND VENUE OF ACTIONS

11. The purchaser at this auction **(a)** consents and submits to the jurisdiction of the Courts of the State of Connecticut or New York and of the Courts of the United States for a judicial district within the territorial limits of the State of Connecticut for all matters arising out of this auction sale, including, without limitation, any action or proceeding instituted for the enforcement of any right, remedy, obligation and liability arising under or by reason thereof; and **(b)** consents and submits to the venue of such action or proceeding in the City of Danbury, County of Fairfield, State of Connecticut (or such judicial district of a Court of the United States as shall include the same), and **(c)** further consents that service of process in any action relating thereto may be effected by registered mail, return receipt requested address to the purchase at the address given to the auctioneer at the time of the sale.

BIDDING STEPS

12. Bidding Steps are as published in the following link: [click here](#) to see them online; bids made out of increment will be reduced to the next increment. Example: \$603 bid will be reduced to \$600, etc.

BIDS BY TELEPHONE

(a) Must be confirmed in writing unless waived by the auctioneer.

(b) Any errors are the responsibility of the bidder.

BIDS BY FAX, EMAIL, INTERNET, STAMP AUCTION NETWORK (SAN)

Bids must be received before sale ends - be sure to use

FAX: (203) 297-6059 or

EMAIL: bids@kelleherauctions.com

NOTE: Any bids received over the weekend or while the office is closed, via telephone, email and/or Fax, and are time stamped before sale closing time, will be accepted and entered the next business day, prior to awarding the sale.

STAMP AUCTION NETWORK (SAN)

To bid, you must be registered and be approved by both Stamp Auction Network and DFKWOS. Please contact us for further instructions or go to <https://stampauctionnetwork.com> and find the DFKWOS link.