

Effective Date: [2026-08-24]

These Terms and Conditions of Sale (“Terms”) apply to all auctions, lots and purchases conducted by **SIA — TERMS AND CONDITIONS OF SALE**

SIA [STERLING’S INTENATIONAL AUCTION 100166606 Ontario Inc.] (“SIA”, “we”, “us” or “our”), whether conducted exclusively online, by timed auction, live auction, absentee bidding, telephone bidding or through another bidding platform designated by SIA.

By registering for an auction, submitting a bid, participating in an auction, or purchasing a Lot, a person (“Bidder” or “Buyer”) acknowledges that they have read, understood and agreed to these Terms.

Where required by applicable law, these Terms are subject to any rights or protections that cannot legally be excluded or waived.

1. SIA's Role and Consignment Property

SIA generally conducts sales as agent for the owner or consignor of the property offered for sale (“Consignor”).

Unless expressly stated otherwise in the description of a Lot, SIA does not represent that it is the owner of the property being offered.

The Consignor is responsible for providing SIA with information concerning ownership, provenance, title and any known interests affecting the Lot. SIA may rely upon information supplied by the Consignor and is not responsible for undisclosed interests, claims, liens or encumbrances except to the extent that applicable law provides otherwise.

The purchase of a Lot does not, by itself, transfer copyright, trademark rights, reproduction rights, publicity rights, design rights or other intellectual-property rights relating to the Lot. Any such rights remain with their respective owners unless expressly transferred in writing.

2. Description and Condition of Lots

Descriptions, photographs, measurements, historical information, estimates and other information published by SIA concerning a Lot are provided to assist prospective Buyers in evaluating the property.

Except where SIA expressly states otherwise, such information should not be treated as a guarantee of condition, completeness, authenticity, provenance, age, originality, restoration history, functionality or market value.

Photographs may not show every defect, alteration, repair, imperfection or condition issue.

Lots are generally offered on an “**AS IS, WHERE IS**” basis, subject to any rights or remedies that cannot lawfully be excluded.

Prospective Buyers are strongly encouraged to examine each Lot personally or arrange for an independent expert to inspect it before bidding.

A Bidder is responsible for satisfying themselves as to the condition, authenticity, suitability and value of any Lot before submitting a bid.

3. Condition Reports

Where requested, SIA may provide a condition report or additional information concerning a Lot.

A condition report is intended as a general guide only. It may be based upon a visual examination and may not identify every defect, repair, alteration or issue affecting a Lot.

A condition report does not replace an independent inspection by the Bidder or an expert retained by the Bidder.

SIA does not undertake to update a condition report after it has been issued, although SIA may do so where it considers an update appropriate.

4. Authenticity

Where SIA expressly represents a Lot as authentic or genuine, that representation is subject to the specific terms applicable to that Lot.

If a Buyer believes that a Lot expressly represented by SIA as authentic is not authentic, the Buyer must notify SIA in writing within **fourteen (14) days** after the auction closing date.

SIA may require the Buyer to return the Lot in substantially the same condition in which it was sold and may require appropriate independent expert evidence supporting the claim.

Any proposed rescission or refund will be considered in accordance with the representation made by SIA, the evidence provided, these Terms and applicable law.

Nothing in this section limits a statutory right or remedy that cannot lawfully be excluded.

5. Buyer's Purchase Price

The total amount payable by a Buyer for a Lot may include:

1. the successful bid amount;
2. the applicable Buyer's Premium; of 22%

3. applicable HST or other taxes;
4. shipping, packing, storage or handling charges; Buyer to arrange directly with a third party service provider at buyers expense.
5. applicable payment-processing charges disclosed before payment; and
6. any other amount expressly disclosed to the Buyer before or after the sale where permitted by law.

The Buyer's Premium applicable to each auction will be clearly identified in the auction listing or bidding platform before the Bidder places a bid.

Unless otherwise stated, all amounts are payable in U.S. dollars.

Where payment or settlement is made in another currency only by approval by SIA, the Buyer is responsible for any applicable exchange costs and conversion charges.

6. Taxes

The Buyer is responsible for all applicable federal, provincial and other taxes arising from the purchase of a Lot.

Where a Buyer claims that a transaction qualifies for a tax exemption, export exemption or other preferential tax treatment, the Buyer must provide SIA with documentation reasonably required to establish the exemption before the Lot is released.

SIA may decline to recognize an exemption until satisfactory documentation has been received.

Where SIA is subsequently assessed for tax, interest, penalties or other amounts because an exemption claimed by the Buyer was unavailable or improperly documented, SIA reserves the right to seek recovery from the Buyer to the extent permitted by law.

7. Registration and Eligibility to Bid

All prospective Bidders must register before participating in an auction.

SIA may require a Bidder to provide information reasonably necessary to establish identity, contact information, billing information and, where appropriate, financial capacity.

SIA may use a third-party auction platform or payment provider to administer bidding or payments.

Registration does not guarantee that SIA will permit a person to participate in a particular auction.

By registering, the Bidder confirms that the information supplied is accurate and complete and agrees to notify SIA promptly if material information changes.

8. Deposits and Verification

SIA may, before permitting a Bidder to participate or before permitting bidding above a specified amount, require a deposit, credit authorization or other form of financial verification, such as a Bank Letter of Credit.

The amount and form of any required deposit will be communicated to the Bidder.

SIA may apply a deposit toward amounts owing by the Buyer following a successful purchase.

If no purchase is made, SIA will return or release the deposit in accordance with its applicable auction procedures, subject to any amounts properly owing to SIA.

9. Auction Administration

SIA reserves the right, subject to applicable law and the published auction rules, to:

- a. withdraw a Lot before the auction closes;
- b. divide, combine or otherwise modify Lots;
- c. correct clerical, typographical or cataloguing errors;
- d. establish or modify bidding increments;
- e. refuse or reject a bid;
- f. extend, pause, restart or terminate bidding where reasonably necessary because of technical problems, suspected fraud, system errors or other circumstances affecting the integrity of the auction;
- g. establish or maintain a confidential reserve price where applicable;
- h. accept absentee or other authorized forms of bidding;
- i. require additional verification from a Bidder;
- j. cancel a transaction where there has been a material error, fraud, technical malfunction or other circumstance that makes the integrity of the auction reasonably uncertain; and
- k. determine the successful Bidder in accordance with the auction rules.

Where a genuine dispute arises concerning the bidding process, SIA may investigate the matter and take reasonable steps to preserve the fairness and integrity of the auction.

10. Reserves

Some Lots may be offered subject to a confidential reserve price.

A reserve is the minimum amount acceptable to the Consignor for the Lot.

Unless otherwise stated, the reserve is not required to be disclosed to Bidders.

A Lot that does not meet its reserve may remain unsold unless the Consignor subsequently authorizes another disposition.

11. Bids Are Binding

A bid submitted through the SIA website, an authorized auction platform or another authorized bidding method constitutes an offer to purchase the Lot at the amount bid, subject to the applicable auction rules.

Bidders should bid carefully.

Once submitted, a bid generally cannot be withdrawn unless SIA expressly permits its withdrawal or applicable law provides otherwise.

A Bidder is responsible for all bids submitted using their account, login credentials or authorized bidding method.

If a Bidder is declared the successful Buyer, the Buyer is responsible for completing the purchase in accordance with these Terms.

12. Auction Closing

The Lot will be sold to the Bidder identified by SIA or its authorized auction platform as the successful Bidder, subject to any reserve and any subsequent verification required by SIA.

For timed online auctions, the scheduled closing time may be extended where the auction platform uses an anti-sniping or extended-bidding mechanism. Any such mechanism will be disclosed in the auction rules.

SIA's electronic records of bidding activity will constitute evidence of the bidding history unless there is clear evidence of an error.

13. Payment

Unless otherwise stated for a particular auction, the Buyer must pay the full Purchase Price IN US FUNDS within **seven (7) calendar days** after the auction closes.

SIA may accept payment by methods including:

- electronic bank transfer;
- wire transfer;
- Interac or similar Canadian payment methods; at USD bank buy rate of exchange additional and by special arrangement in person at the time of pick up only
- another payment method approved by SIA.

SIA may impose reasonable payment-processing charges where they have been disclosed before payment and are permitted by law.

Payment is not considered complete until funds have been received and, where applicable, irrevocably cleared through the relevant financial institution.

SIA may require identification or additional verification before accepting payment or releasing a Lot.

14. Late Payment

If the Buyer does not pay within the applicable payment period, SIA may, subject to applicable law:

- suspend the Buyer's account;
- charge reasonable administrative, collection or storage costs where applicable;
- cancel or rescind the sale where legally permitted;
- resell the Lot by auction, private sale or another commercially reasonable method;
- apply any deposit toward amounts owing; and
- seek recovery of any resulting loss or deficiency to the extent permitted by law.

Any interest or late-payment charge will be limited to the amount permitted by applicable law and will be disclosed in the applicable auction terms or invoice.

15. Title and Risk

Unless otherwise stated or required by law, title to a Lot will not transfer to the Buyer until SIA has received payment in full.

Risk of loss or damage will transfer in accordance with the applicable sale, delivery and collection arrangements.

A Lot remaining at SIA's premises after the applicable collection period may be subject to storage charges and other reasonable costs.

The Buyer is responsible for obtaining insurance appropriate to the Lot once risk has transferred to the Buyer.

16. Collection and Removal

The Buyer must arrange for collection or shipment of purchased Lots within the collection period specified for the auction.

Unless otherwise stated, the Buyer should arrange collection within **seven (7) calendar days** after the auction closes.

SIA may release a Lot to a third party authorized by the Buyer. SIA may require written authorization and identification before releasing property to another person.

The Buyer is responsible for arranging and paying for packing, transportation, shipping and insurance unless SIA has expressly agreed otherwise.

Any assistance provided by SIA in handling, packing or loading a Lot is provided as a service to the Buyer and does not transfer responsibility for transportation to SIA unless expressly agreed in writing.

17. Storage

Where a Buyer does not collect a Lot within the applicable collection period, SIA may move the Lot to another storage location and charge reasonable storage, handling and transportation costs.

The Buyer remains responsible for the Lot and associated charges until the Lot is collected, delivered or otherwise disposed of in accordance with these Terms and applicable law.

18. Buyer Default

If a Buyer fails to pay for or collect a Lot, SIA may exercise the remedies available under these Terms and applicable law.

Depending upon the circumstances, SIA may cancel the sale, retain or apply deposits, charge reasonable expenses, arrange for resale of the Lot and seek recovery of losses.

Where a Lot is resold following a Buyer's default, SIA may seek recovery from the defaulting Buyer for a resulting deficiency and reasonable costs, to the extent permitted by law.

19. Shipping and Transportation

SIA may offer shipping assistance or provide contact information for independent shipping providers. SIA does not handle packing or shipping.

Unless SIA expressly agrees otherwise in writing, the Buyer is responsible for all shipping, packing, transportation and insurance costs.

SIA is not responsible for delays, loss, damage or additional charges caused by a third-party carrier after the Lot has been transferred to that carrier, except to the extent liability cannot lawfully be excluded.

The Buyer should obtain appropriate insurance for high-value property.

20. Export, Import and Regulated Materials

The Buyer is responsible for determining whether a Lot may legally be exported from Canada and imported into the destination country. Please make sure you check with your broker in advance on how to proceed any delays as a result is the sole responsibility of the Buyer. Export and Import Act (Canada) and by the restrictions existing on the import and export of species protected under the Convention on International Trade in Endangered Species.

Certain Lots may be subject to laws or regulations concerning cultural property, endangered species, restricted materials, protected woods, ivory, tortoiseshell, animal products, historical artifacts or other regulated materials.

Depending upon the Lot, export or import may require permits, certificates or other documentation.

SIA does not guarantee that a Lot can be exported to or imported into any particular jurisdiction.

The Buyer is responsible for obtaining any permits and paying any applicable duties, taxes, fees and charges unless expressly agreed otherwise.

21. Intellectual Property

Unless expressly stated in writing, the purchase of a Lot does not transfer copyright, trademarks, patents, design rights, publicity rights, reproduction rights or other intellectual-property rights associated with the Lot.

SIA may photograph and reproduce images of Lots for cataloguing, archival, advertising, promotional and auction-related purposes.

The Buyer agrees that SIA may retain such auction records and images for its legitimate business and record-keeping purposes, subject to applicable privacy law.

22. Online Auction Risks

The Buyer acknowledges that online auctions depend upon telecommunications networks, computer systems, software and third-party services.

SIA does not guarantee uninterrupted or error-free access to an online auction.

SIA will take reasonable steps to maintain the integrity of its auction system but cannot guarantee that technical interruptions, internet failures, software errors, power failures, cyber incidents or other events will never occur.

Where a technical problem materially affects bidding, SIA may take reasonable steps to correct the problem, extend bidding, reopen an auction or otherwise preserve the fairness of the sale.

23. Personal Information

Information provided during registration, bidding, payment and delivery may be collected and used for purposes reasonably necessary to administer auctions, process transactions, communicate with Bidders and Buyers, prevent fraud, comply with legal obligations and provide related services.

SIA will handle personal information in accordance with its applicable Privacy Policy and applicable Canadian privacy legislation.

24. Limitation of Liability

To the maximum extent permitted by applicable law, SIA will not be responsible for indirect, incidental, special or consequential losses arising from participation in an auction or purchase of a Lot.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited.

Where permitted by law, SIA's liability arising from a particular transaction will be limited to the amount actually paid to SIA in respect of that transaction, except where a greater amount is required by applicable law.

25. Indemnification

To the extent permitted by law, a Buyer agrees to indemnify and hold SIA, its officers, directors, employees and agents harmless from claims, losses, liabilities, costs and reasonable expenses arising from:

- a. the Buyer's breach of these Terms;
- b. inaccurate information supplied by the Buyer;

- c. the Buyer's unlawful use of the auction platform;
- d. the Buyer's failure to comply with import, export or tax requirements; or
- e. the Buyer's actions involving a Lot after purchase.

This provision does not require a Buyer to indemnify SIA for SIA's own liability where such indemnification would be prohibited by law.

26. No Waiver of Statutory Rights

Nothing in these Terms is intended to exclude, restrict or waive any right, remedy, warranty or protection that applicable law requires to remain available to a consumer or other contracting party.

If any provision of these Terms conflicts with a mandatory provision of applicable law, the mandatory legal requirement will prevail to the extent of the conflict.

27. Electronic Acceptance

A Bidder may accept these Terms electronically, including by checking an acceptance box, clicking an acceptance button or otherwise taking an electronic action clearly indicating agreement.

Electronic acceptance will have the same contractual effect as a written acceptance to the extent permitted by applicable law.

SIA may retain an electronic record of the version of the Terms accepted by the Bidder and the date and time of acceptance.

28. Changes to These Terms

SIA may amend these Terms from time to time.

The Terms applicable to a particular auction will be those displayed or otherwise made available to the Bidder before bidding begins, subject to any mandatory legal requirements.

A material change affecting an auction already underway will not be applied retroactively where doing so would prejudice a Bidder or Buyer or otherwise conflict with applicable law.

29. Severability

If any provision of these Terms is determined to be invalid, illegal or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in effect.

30. Governing Law and Jurisdiction

These Terms and any transaction governed by them are governed by the laws of the Province of Ontario and the applicable laws of Canada.

Subject to any mandatory jurisdictional rights available under applicable law, the parties submit to the courts of Ontario for the resolution of disputes arising from these Terms or a transaction conducted by SIA.

31. Entire Agreement

These Terms, together with the applicable auction listing, Lot description, published auction rules, invoice and any written agreement expressly incorporated by reference, constitute the agreement governing the applicable transaction.

If there is a conflict between documents, the specific terms expressly stated for the particular auction or Lot will prevail over a general provision of these Terms to the extent of the conflict.

32. Definitions

For these Terms:

“Bidder” means a person or entity registered or otherwise authorized to participate in an auction.

“Buyer” means the Bidder identified as the successful purchaser of a Lot.

“Consignor” means the person or entity that has authorized SIA to sell a Lot.

“Lot” means any item, collection, group or property offered for sale through an SIA auction.

“Purchase Price” means the total amount payable by the Buyer for a Lot, including the successful bid, applicable Buyer’s Premium, taxes and other disclosed charges.

“Reserve” means a confidential minimum price established for a Lot where applicable.

SIA CONTACT INFORMATION

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