



TERMS AND CONDITIONS

Auctioneer, Bidder, Buyer and Seller shall agree to be bound by the following terms, conditions and rules of the Auction as shown below. Please make sure you have read the Terms and Conditions before you bid.

Highlights - Our Internet descriptions and printed materials are meant merely as a guide. The absence of condition remarks in the catalog entry DOES NOT mean the item is in perfect condition. Every lot is sold "As is, Where is". All sales are final.

Total invoice purchases over \$3,000 REQUIRE a wire transfer or Zelle payment. All payments are expected within 5 days. Most shipments will go out within 10 days and should be received within 20 days of payment.

Details - Any bid placed by you guarantees you have read the following terms and conditions of the sale. These terms & conditions control this Auction in all regards and supersede all previous announcements, advertisements, catalogs, and published information however distributed. All announcements from the Auction block (if we are doing a live auction) or Live Auctioneers interface will take precedence over any Internet description or printed material.

Condition and Descriptions - Our Internet descriptions and printed materials are meant merely as a guide. While we will do our best to describe all lots, the Auctioneers do not warrant the accuracy, genuineness, authenticity, condition, description, weight, count or measure of any of the lots specified herein. Please make yourself familiar with the merchandise you are bidding on, and again, the terms and conditions of the sale. Some items sold are often of considerable age and will exhibit wear, show usage and/or damage often not listed in the lot description. The absence of condition remarks in the catalog entry DOES NOT mean the item is in perfect condition. Please determine condition, genuineness and/or authenticity BEFORE you bid as all items are sold "As is, Where is". We are available to give additional condition reports upon request up to two day prior to an auction. All sales are final. Statements made by Auctioneer and/or staff of Auctioneer are opinions only and should not be construed as statements of fact.

All sales may be recorded.

1) REGISTRATION: Bidder must register for the Auction before his/her bid will be accepted. Proper identification and credit card information will be required. Auctioneer reserves the right to refuse to register any prospective bidder for any reason.

2) BUYERS PREMIUM: All Internet auction bidders are subject to a standard 15% buyer's premium which will be added to the hammer price for each lot sold plus applicable sales tax. See payment terms below.

3) PAYMENT: All payments except payments \$3,000 or above to be made through Live Auctioneers payment interface. Internet sales must be paid for within 5 BUSINESS DAYS of the sale or, at the Auctioneers discretion, the sale may be considered null and void. Any loss incurred by the Auctioneers as a result of this delinquency may be charged to the non-performing buyer. If payment is not received within 10 days of the auction, a Dispute will be filed with Live Auctioneers which will be available for other auction houses to see. Please note that in the event that we cannot reach the buyer within 10 business days we will attempt to charge the credit card on file for payment.

If auction is held through Live Auctioneers only, they may charge winning bidders card on file sooner than 10 days. Acceptable forms of payment include MasterCard, Visa, Discover, American Express and in the case of payments \$3,000 and above, Zelle and Bank Wire Transfer. Total invoice purchases over \$3,000 REQUIRE a wire transfer or Zelle payment.

4) BIDDING INCREMENTS: \$0 – 49 \$1 increments; \$50 – 99 \$2 increments; 100 - 499 \$5 increments; \$500 - 999 \$10 increments; \$1,000 -2,999 \$25 increments; \$3,000- 9,999 \$50 increments; \$10,000 -19,999 \$100 increments; \$20,000 + \$250 increments. Please adhere to the bidding increments shown above.

5) IMPORTANT NOTICE: The auctioneer usually auctions items at the rate of 60 - 90 lots per hour. On some occasions the bidding software or your Internet connection may not be able to keep up with the pace of the auction. We recommend placing a realistic bid for the live Internet auction a minimum of 2 hours before the Auction begins as insurance to avoid disappointment.

6) SHIPPING AND PACKING & INSURANCE: Shipping costs are the sole responsibility of the buyer. At our discretion, we may use one of the following shipping methods or a combination of them: 1) shipping services provided by Live Auctioneers, 2) our own in-house shipping service or 3) another shipping provider or 4) Buyers own pickup and/or shipping service. We do require tracking ability in most cases. Shipping is not refundable. Shipping estimates can be obtained by emailing pertinent Auction

information such as the Auction lot #s and Auction date along with your zip code or country per instructions listed in the section related to shipping.

8) ESTIMATES & RESERVES: Pre-sale estimates are intended as guides and may not be reflective of the actual gavel price. Some of the items in this Auction may be subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and the auction house.

9) AUCTION CATALOGS: Catalogs, brochures and internet descriptions are guides only, based on information from sources believed to be reliable, but their accuracy cannot be guaranteed or warranted. Auctioneer will not be liable for any errors or omissions. Statements made by Auctioneer and/or staff of Auctioneer whether oral or written, are opinions only and should not be construed as statements of fact.

10) AGENCY: Auctioneer has been hired by Seller to act as Seller's agent in conduction of the Auction. The Auctioneer is not serving as an agent for Bidder or any Buyer.

11) AUCTIONEER DISCRETION: The Auctioneer, at his/her discretion, may reject any bid not commensurate with the value of the article offered. Auctioneer reserves the right to withdraw any lot, or portion of a lot, from the Auction or to cancel the entire Auction without notice or liability to Auctioneer or Seller. One bid only does not necessarily constitute an Auction and the lot therefore may be withdrawn if only one bid is realized. The Auctioneer may reject nominal bids, small opening bids or very nominal advances made with purpose of disparaging an item.

12) TERMS OF GUARANTEE: Each lot will be sold AS IS, WHERE IS with all defects and faults. No warranties or guarantees of any kind will be given by Seller or Auctioneer including any warranty of fitness, merchantability, or suitability. Bidders should, whenever possible, carefully inspect each lot to determine condition and contents. All weights, counts and measurements are approximate. Bidder acknowledges that all lots were available for inspection prior to the Auction and that he or she relied solely on their own inspection of the lots and not any information listed in the catalog or otherwise provided by Auctioneer, the Auction staff or Seller. It is the responsibility of the buyer to obtain all possible lot information prior to bidding. If you are not completely satisfied with an item before you bid, DO NOT BID.

Buyers who would like to know the fine points regarding condition should call us prior to the Auction. We would prefer that you examine the items before you place a bid. All other guarantees of authenticity of authorship, expressed or implied, are hereby disclaimed. There is no other warranty, expressed or implied. Each and every lot is sold

AS IS. All announcements from the Auction block or through Live Auctioneers interface will take precedence over any printed material.

13) LIMITED RETURNS ARE PERMITTED AS FOLLOWS: (a) If it is determined to the auction house's satisfaction that the physical condition of the property materially differs from what was described in the information listed and/or contained in the written condition reports received or if the description is, in any material respect, inaccurate OR (b) The buyer had requested and received a written condition report prior to bidding AND (c) The buyer provides notice of intent to return the item within 24 hours following receipt of the property AND (d) The buyer returns the property to the auction house in the same condition as when sold within 10 (ten) days of receiving the property. Shipping is nonrefundable. (e) The auction house will attempt to contact buyer to confirm receipt of item, however, if unable to contact buyer after 5 days of a delivery date, we will assume acceptance. (f) It is also our policy to have the purchaser obtain, at the purchaser's expense, the opinion of one (or two in some cases) recognized experts in the field, mutually acceptable to auction and the purchaser, before we determine whether to rescind the sale under the above guarantee. The purchaser's sole remedy in the event of disputed authenticity of origin of any lot shall be the rescission of the sale and return of the original purchase price and premium paid by the purchaser. Shipping is nonrefundable.

14) WINNING BIDDERS: The highest bidder for a lot as recognized by the Auctioneer, will be the Buyer, subject to the satisfaction of any reserve amount for that lot. A lot is sold when the Auctioneer indicates such in the customary manner. Please see Important Notice #4 above. Buyers should assume that all listed items are reserved unless otherwise stated. We reserve the right to bid on behalf of consignors up to, but not more than, the reserve to protect against selling at a price below the reserve. This will be accomplished as necessary by a proxy placing successive bids, or bids in response to buyers' bids. Auctioneers reserve the right to invoke Auctioneers discretion at any time during the bidding process.

15) INTERNET BIDDING: All bidder names and bids are held in strictest confidence, disclosed only in the event of a question after the sale. Internet bidding is a convenience offered to our customers and Auctioneer and the Auction Staff are not responsible for you not winning your bid(s) due to any human error, electronic or technical failure of any kind. If you place absentee bids on the Internet, then choose to attend in person, bid by phone or by any other means, it is solely your responsibility to cancel any or all absentee bids prior to the start of the Auction. The Auction House is not liable or responsible for any errors or failure to do so.

16) TIE BIDS: In the event of a tie between (A) an Internet absentee or Internet live bidder and (B) a floor bidder (persons attending the Auction or participating on the telephone), the floor bid will take precedence and the floor bidder will be the winner of the bid. NOTE: In the event of a discrepancy between the House recording of the bid and the Internet auction recording of the bidding, the House recording will take precedence.

17) POOLING: Bid rigging is a very serious crime and any illegal conduct by bidder or others will be immediately reported by Auctioneer to the U.S. Attorney and Department of Justice for investigation and prosecution to THE FULLEST EXTENT OF THE LAW. Title 15, Section 1 of the U.S. Code provides any agreement among potential bidders not to bid against one another, or otherwise to dampen the bidding process, is a felony under federal law. The law provides for fines of up to \$10 million per violation for a corporate offender and \$350,000 per violation for others, as well as imprisonment of up to three years. Auctioneer reserves the right to advance the bidding to protect the Seller during any instance where Bid Rigging may be occurring.

18) OWNERSHIP: Ownership, possession and the risk of loss from any cause passes immediately to Buyer when Auctioneer announces the sale of a lot. Buyers are solely responsible for their purchases, and Seller and Auctioneer will have no responsibility for lost, stolen or damaged lots. Auctioneers clerking records will be absolute in the event of a dispute.

19) SALES TAX EXEMPTION: Suffolk County New York State Sales tax is 8.63%. Applicable Sales or use taxes will be added to the purchase price of all taxable purchases automatically by Live Auctioneers. To be sales tax exempt, a current sales tax exemption certificate, including sales tax exemption number, must be presented to avoid paying sales tax. Out of state Internet buyers are sales tax exempt unless you elect to pick up your item(s). In that case, to be exempt, you must present a valid Resale Certificate from your state and complete and sign an affidavit stating all items purchased are for resale out of state.

20) LEGAL DISPUTES: Bidder agrees that any controversy or claim arising out of this Auction, or any related dealings with Auctioneer or Seller, must be resolved by final and binding arbitration with no appeal permitted except as provided by New York statute. The parties voluntarily waive their rights to seek traditional remedies in any court including the right to a trial by jury. The prevailing party will be entitled to collect from the other all costs associated with the arbitration, including reasonable attorney's fees. Notwithstanding, this requirement for binding arbitration, the parties agree Auctioneer and Seller retain their right to pursue a traditional lawsuit against any Buyer for the

collection of any payment due them by the Buyer for any purchase at the Auction and it is agreed that in that event the defaulting bidder will be responsible for all of Auctioneers and/or Sellers costs of collection including reasonable attorney's fees of THIRTY THREE AND ONE THIRD PERCENT (33 1/3%), plus a finance charge of TWO PERCENT (2%) PER MONTH (24 PERCENT PER ANNUM) from the date of the Auction until the balance is paid in full. 21) DAMAGE AND/OR LOSS: Auctioneer will have no responsibility for any loss or damage resulting from Auctioneer's staff carrying, handling or loading any item(s) for any person. The auction house is not liable for damage or loss of items not removed by 5pm on the 12th calendar day after the auction per the Terms & Conditions.

22) ACCEPTANCE OF TERMS: Registering to bid and or placing a bid of any kind indicates to us that bidder has full understanding of the terms and conditions and accepts these terms along with the agreement to be so bound. Terms may not be amended in any way except by a signed, written agreement between Auctioneer and Bidder. If there is anything relevant to this Auction that you do not understand, please ask Auctioneer or a member of staff to assist you. We want your Auction experience to be an informed and positive one.

23) This Agreement will be construed and governed solely in accordance with the laws of the State of New York and that the exclusive venue for any controversy or claim between them will be in the County of Suffolk, New York

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