Terms and Conditions of Auction

Auctioneer and Auction:

1. This Auction is presented by Heritage Auctions, a d/b/a/ of Heritage Auctioneers & Galleries, Inc., or Heritage Auctions, Inc., or Heritage Numismatic Auctions, Inc., or Heritage Vintage Sports Auctions, Inc., or Currency Auctions of America, Inc., as identified with the applicable licensing information on the title page of the catalog or on the HA.com Internet site (the "Auctioneer"). The Auction is conducted under these Terms and Conditions of Auction and applicable state and local law. Announcements and corrections from the podium and those made through the Terms and Conditions of Auctions appearing on the Internet at HA.com supersede those in the printed catalog.

Buyer's Premium:

2. All bids are subject to a Buyer's Premium which is in addition to the placed successful bid:
- Fifteen percent (15%) on Domain Names & Intellectual Property Auction lots;
- Seventeen and one-half percent (17.5%) on Currency, US Coin, and World & Ancient Coin Auction lots, except for Gallery Auction lots as noted below;
- Nineteen and one-half percent (19.5%) on Comic, Movie Poster, Sports Collectibles, and Gallery Auction (sealed bid auctions of mostly bulk numismatic material) lots;
- Twenty-two percent (22%) on Wine Auction lots;
- For lots in all other categories not listed above, the Buyer's Premium per lot is twenty-five percent (25%) on the first $100,000 (minimum $14), plus twenty percent (20%) of any amount between $100,000 and $1,000,000, plus twelve percent (12%) of any amount over $1,000,000.

Auction Venues:

3. The following Auctions are conducted solely on the Internet: Heritage Weekly Internet Auctions (Coin, Currency, Comics, Rare Books, Jewelry & Watches, Guitars & Musical Instruments, and Vintage Movie Posters); Heritage Monthly Internet Auctions (Sports, World Coins and Rare Wine). Signature® Auctions and Grand Format Auctions accept bids from the Internet, telephone, fax, or mail first, followed by a floor bidding session; HeritageLive! and real- time telephone bidding are available to registered clients during these auctions.

Bidders:

4. Any person participating or registering for the Auction agrees to be bound by and accepts these Terms and Conditions of Auction ("Bidder(s)").
5. All Bidders must meet Auctioneer's qualifications to bid. Any Bidder who is not a client in good standing of the Auctioneer may be disqualified at Auctioneer's sole option and will not be awarded lots. Such determination may be made by Auctioneer in its sole and unlimited discretion, at any time prior to, during, or even after the close of the Auction. Auctioneer reserves the right to exclude any person from the auction.
6. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.

Credit:

7. In order to place bids, Bidders who have not established credit with the Auctioneer must either furnish satisfactory credit information (including two collectibles-related business references) or supply valid credit card information along with a social security number, well in advance of the Auction. Bids placed through our Interactive Internet program will only be accepted from pre-registered Bidders. Bidders who are not members of HA.com or affiliates should preregister at least 48 hours before the start of the first session (exclusive of holidays or weekends) to allow adequate time to contact references. Credit will be granted at the discretion of Auctioneer. Additionally Bidders who have not previously established credit or who wish to bid in excess of their established credit history may be required to provide their social security number or the last four digits thereof so a credit check may be performed prior to Auctioneer's acceptance of a bid. Check writing privileges and immediate delivery of merchandise may also be determined by pre-approval of credit based on a combination of criteria: HA.com history, related industry references, bank verification, a credit bureau report and/or a personal guarantee for a corporate or partnership entity in advance of the auction venue.

Bidding Options:

8. Bids in Signature® Auctions or Grand Format Auctions may be placed as set forth in the printed catalog section entitled "Choose your bidding method." For auctions held solely on the Internet, see the alternatives on HA.com. Review at http://www.ha.com/c/ref/web-tips.zx#biddingTutorial.
9. Presentment of Bids: Non-Internet bids (including but not limited to podium, fax, phone and mail bids) are treated similar to floor bids in that they must be on-increment or at a half increment (called a cut bid). Any podium, fax, phone, or mail bids that do not conform to a full or half increment will be rounded up or down to the nearest full or half increment and this revised amount will be considered your high bid.
10. Auctioneer's Execution of Certain Bids. Auctioneer cannot be responsible for your errors in bidding, so carefully check that every bid is entered correctly. When identical mail or FAX bids are submitted, preference is given to the first received. To ensure the greatest accuracy, your written bids should be entered on the standard printed bid sheet and be received at Auctioneer's place of business at least two business days before the Auction start. Auctioneer is not responsible for executing mail bids or FAX bids received on or after the day the first lot is sold, nor Internet bids submitted after the published closing time; nor is Auctioneer responsible for proper execution of bids submitted by telephone, mail, FAX, e-mail, Internet, or in person once the Auction begins. Bids placed electronically via the internet may not be withdrawn until your written request is received and acknowledged by Auctioneer (FAX: 214-409-1425); such requests must state the reason, and may constitute grounds for withdrawal of bidding privileges. Lots won by mail Bidders will not be delivered at the Auction unless prearranged.
11. Caveat as to Bid Increments. Bid increments (over the current bid level) determine the lowest amount you may bid on a particular lot. Bids greater than one increment over the current bid can be any whole dollar amount. It is possible under several circumstances for winning bids to be between increments, sometimes only $1 above the previous increment. Please see: "How can I lose by less than an increment?" on our website. Bids will be accepted in whole dollar amounts only. No "buy" or "unlimited" bids will be accepted.

The following chart governs current bidding increments for Signature auctions; Internet-only auction bidding increments are approximately half of these amounts (see HA.com/c/ref/web-tips.zx#guidelines-increments).

Current Bid	Bid Increment	Current Bid	Bid Increment
< - $10	$1	$10,000 - $19,999	$1,000
$10 - $29	$2	$20,000 - $29,999	$2,000
$30 - $49	$3	$30,000 - $49,999	$2,500
$50 - $99	$5	$50,000 - $99,999	$5,000
$100 - $199	$10	$100,000 - $199,999	$10,000
$200 - $299	$20	$200,000 - $299,999	$20,000
$300 - $499	$25	$300,000 - $499,999	$25,000
$500 - $999	$50	$500,000 - $999,999	$50,000
$1,000 - $1,999	$100	$1,000,000 - $4,999,999	$100,000
$2,000 - $2,999	$200	$5,000,000- $9,999,999	$250,000
$3,000 - $4,999	$250	>$10,000,000	$500,000
$5,000 - $9,999	$500		

12. If Auctioneer calls for a full increment, a bidder may request Auctioneer to accept a bid at half of the increment ("Cut Bid") only once per lot. After offering a Cut Bid, bidders may continue to participate only at full increments. Off-increment bids may be accepted by the Auctioneer at Signature® Auctions and Grand Format Auctions. If the Auctioneer solicits bids other than the expected increment, these bids will not be considered Cut Bids.

Conducting the Auction:

13. Notice of the consignor's liberty to place bids on his lots in the Auction is hereby made in accordance with Article 2 of the Texas Business and Commercial Code. A "Minimum Bid" is an amount below which the lot will not sell. THE CONSIGNOR OF PROPERTY MAY PLACE WRITTEN "Minimum Bids" ON HIS LOTS IN ADVANCE OF THE AUCTION; ON SUCH LOTS, IF THE HAMMER PRICE DOES NOT MEET THE "Minimum Bid", THE CONSIGNOR MAY PAY A REDUCED COMMISSION ON THOSE LOTS. "Minimum Bids" are generally posted online several days prior to the Auction closing. For any successful bid placed by a consignor on his Property on the Auction floor, or by any means during the live session, or after the "Minimum Bid" for an Auction have been posted, we will require the consignor to pay full Buyer's Premium and Seller's Commissions on such lot.
14. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid received or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer may at his sole discretion reoffer the lot. Auctioneer's decision and declaration of the winning Bidder shall be final and binding upon all Bidders. Bids properly offered, whether by floor Bidder or other means of bidding, may on occasion be missed or go unrecognized; in such cases, the Auctioneer may declare the recognized bid accepted as the winning bid, regardless of whether a competing bid may have been higher. Auctioneer reserves the right after the hammer fall to accept bids and reopen bidding for bids placed through the Internet or otherwise.
15. Auctioneer reserves the right to refuse to honor any bid or to limit the amount of any bid, in its sole discretion. A bid is considered not made in "Good Faith" when made by an insolvent or irresponsible person, a person under the age of eighteen, or is not supported by satisfactory credit, collectibles references, or otherwise. Regardless of the disclosure of his identity, any bid by a consignor or his agent on a lot consigned by him is deemed to be made in "Good Faith." Any person apparently appearing on the OFAC list is not eligible to bid.
16. Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very nominal advances. If a lot bearing estimates fails to open for 40–60% of the low estimate, the Auctioneer may pass the item or may place a protective bid on behalf of the consignor.
17. Lots bearing bidding estimates shall open at Auctioneer's discretion (approximately 50%-60% of the low estimate). In the event that no bid meets or exceeds that opening amount, the lot shall pass as unsold.
18. All items are to be purchased per lot as numerically indicated and no lots will be broken. Auctioneer reserves the right to withdraw, prior to the close, any lots from the Auction.
19. Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of a warranty, disputed ownership, auctioneer's clerical error or omission in exercising bids and reserves, or for any other reason and in Auctioneer's sole discretion. In cases of nonpayment, Auctioneer's election to void a sale does not relieve the Bidder from their obligation to pay Auctioneer its fees (seller's and buyer's premium) and any other damages or expenses pertaining to the lot.
20. Auctioneer occasionally experiences Internet and/or Server service outages, and Auctioneer periodically schedules system downtime for maintenance and other purposes, during which Bidders cannot participate or place bids. If such outages occur, we may at our discretion extend bidding for the Auction. Bidders unable to place their Bids through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).
21. The Auctioneer, its affiliates, or their employees consign items to be sold in the Auction, and may bid on those lots or any other lots. Auctioneer or affiliates expressly reserve the right to modify any such bids at any time prior to the hammer based upon data made known to the Auctioneer or its affiliates. The Auctioneer may extend advances, guarantees, or loans to certain consignors.
22. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be considered sold during the Auction and all these Terms and Conditions shall apply to such sales including but not limited to the Buyer's Premium, return rights, and disclaimers.

Payment:

23. All sales are strictly for cash in United States dollars (including U.S. currency, bank wire, cashier checks, travelers checks, eChecks, and bank money orders, and are subject to all reporting requirements). All deliveries are subject to good funds; funds being received in Auctioneer's account before delivery of the Purchases; and all payments are subject to a clearing period. Auctioneer reserves the right to determine if a check constitutes "good funds": checks drawn on a U.S. bank are subject to a ten business day hold, and thirty days when drawn on an international bank. Clients with pre-arranged credit status may receive immediate credit for payments via eCheck, personal or corporate checks. All others will be subject to a hold of 5 days, or more, for the funds to clear prior to releasing merchandise. (ref. T&C item 7 Credit for additional information.) Payments can be made 24-48 hours post auction from the My Orders page of the HA.com website.
24. Payment is due upon closing of the Auction session, or upon presentment of an invoice. Auctioneer reserves the right to void an invoice if payment in full is not received within 7 days after the close of the Auction. In cases of nonpayment, Auctioneer's election to void a sale does not relieve the Bidder from their obligation to pay Auctioneer its fees (seller's and buyer's premium) on the lot and any other damages pertaining to the lot.
25. Lots delivered to you, or your representative in the States of Texas, California, New York, or other states where the Auction may be held, are subject to all applicable state and local taxes, unless appropriate permits are on file with Auctioneer. (Note: Coins are only subject to sales tax in California on invoices under $1500 and there is no sales tax on coins in Texas) Bidder agrees to pay Auctioneer the actual amount of tax due in the event that sales tax is not properly collected due to: 1) an expired, inaccurate, inappropriate tax certificate or declaration, 2) an incorrect interpretation of the applicable statute, 3) or any other reason. The appropriate form or certificate must be on file at and verified by Auctioneer five days prior to Auction or tax must be paid; only if such form or certificate is received by Auctioneer within 4 days after the Auction can a refund of tax paid be made. Lots from different Auctions may not be aggregated for sales tax purposes.
26. In the event that a Bidder's payment is dishonored upon presentment(s), Bidder shall pay the maximum statutory processing fee set by applicable state law. If you attempt to pay via eCheck and your financial institution denies this transfer from your bank account, or the payment cannot be completed using the selected funding source, you agree to complete payment using your credit card on file.
27. If any Auction invoice submitted by Auctioneer is not paid in full when due, the unpaid balance will bear interest at the highest rate permitted by law from the date of invoice until paid. Any invoice not paid when due will bear a three percent (3%) late fee on the invoice amount or three percent (3%) of any installment that is past due. If the Auctioneer refers any invoice to an attorney for collection, the buyer agrees to pay attorney's fees, court costs, and other collection costs incurred by Auctioneer. If Auctioneer assigns collection to its in-house legal staff, such attorney's time expended on the matter shall be compensated at a rate comparable to the hourly rate of independent attorneys.
28. In the event a successful Bidder fails to pay any amounts due, Auctioneer reserves the right to sell the lot(s) securing the invoice to any underbidders in the Auction that the lot(s) appeared, or at subsequent private or public sale, or relist the lot(s) in a future auction conducted by Auctioneer. A defaulting Bidder agrees to pay for the reasonable costs of resale (including a 10% seller's commission, if consigned to an auction conducted by Auctioneer). The defaulting Bidder is liable to pay any difference between his total original invoice for the lot(s), plus any applicable interest, and the net proceeds for the lot(s) if sold at private sale or the subsequent hammer price of the lot(s) less the 10% seller's commissions, if sold at an Auctioneer's auction.
29. Auctioneer reserves the right to require payment in full in good funds before delivery of the merchandise.

30. Auctioneer shall have a lien against the merchandise purchased by the buyer to secure payment of the Auction invoice. Auctioneer is further granted a lien and the right to retain possession of any other property of the buyer then held by the Auctioneer or its affiliates to secure payment of any Auction invoice or any other amounts due the Auctioneer or affiliates from the buyer. With respect to these lien rights, Auctioneer shall have all the rights of a secured creditor under Article 9 of the Texas Uniform Commercial Code, including but not limited to the right of sale. In addition, with respect to payment of the Auction invoice(s), the buyer waives any and all rights of offset he might otherwise have against the Auctioneer and the consignor of the merchandise included on the invoice. If a Bidder owes Auctioneer or its affiliates on any account, Auctioneer and its affiliates shall have the right to offset such unpaid account by any credit balance due Bidder, and it may secure by possessory lien any unpaid amount by any of the Bidder's property in their possession.
31. Title shall not pass to the successful Bidder until all invoices are paid in full. It is the responsibility of the buyer to provide adequate insurance coverage for the items once they have been delivered to a common carrier or third-party shipper.

Delivery; Shipping; and Handling Charges:

32. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer's website www.HA.com/common/shipping.php for the latest charges or call Auctioneer. Auctioneer is unable to combine purchases from other auctions or affiliates into one package for shipping purposes. Lots won will be shipped in a commercially reasonable time after payment in good funds for the merchandise and the shipping fees is received or credit extended, except when third-party shipment occurs. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer.
33. Successful international Bidders shall provide written shipping instructions, including specified customs declarations, to the Auctioneer for any lots to be delivered outside of the United States. NOTE: Declaration value shall be the item'(s) hammer price together with its buyer's premium and Auctioneer shall use the correct harmonized code for the lot. Domestic Buyers on lots designated for third-party shipment must designate the common carrier, accept risk of loss, and prepay shipping costs.
34. All shipping charges will be borne by the successful Bidder. On all domestic shipments, any risk of loss during shipment will be borne by Heritage until the shipping carrier's confirmation of delivery to the address of record in Auctioneer's file (carrier's confirmation is conclusive to prove delivery to Bidder; if the client has a Signature release on file with the carrier, the package is considered delivered without Signature) or delivery by Heritage to Bidder's selected third-party shipper. On all foreign shipments, any risk of loss during shipment will be borne by the Bidder following Auctioneer's delivery to the Bidder's designated common carrier or third-party shipper.
35. Due to the nature of some items sold, it shall be the responsibility for the successful Bidder to arrange pick-up and shipping through third-parties; as to such items Auctioneer shall have no liability. Failure to pick-up or arrange shipping in a timely fashion (within ten days) shall subject Lots to storage and moving charges, including a $100 administration fee plus $10 daily storage for larger items and $5.00 daily for smaller items (storage fee per item) after 35 days. In the event the Lot is not removed within ninety days, the Lot may be offered for sale to recover any past due storage or moving fees, including a 10% Seller's Commission.

36A. The laws of various countries regulate the import or export of certain plant and animal properties, including (but not limited to) items made of (or including) ivory, whalebone, turtle shell, coral, crocodile, or other wildlife. Transport of such lots may require special licenses for export, import, or both. Bidder is responsible for: 1) obtaining all information on such restricted items for both export and import; 2) obtaining all such licenses and/or permits. Delay or failure to obtain any such license or permit does not relieve the buyer of timely compliance with standard payment terms. For further information, please contact Ron Brackemyre at 800- 872-6467 ext. 1312.

36B. Auctioneer shall not be liable for any loss caused by or resulting from:
   a. Seizure or destruction under quarantine or Customs regulation, or confiscation by order of any Government or public authority, or risks of contraband or illegal transportation of trade, or
   b. Breakage of statuary, marble, glassware, bric-a-brac, porcelains, jewelry, and similar fragile articles

37. Any request for shipping verification for undelivered packages must be made within 30 days of shipment by Auctioneer.

Cataloging, Warranties and Disclaimers:

38. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO ANY DESCRIPTION CONTAINED IN THIS AUCTION OR ANY SECOND OPINE. Any description of the items or second opine contained in this Auction is for the sole purpose of identifying the items for those Bidders who do not have the opportunity to view the lots prior to bidding, and no description of items has been made part of the basis of the bargain or has created any express warranty that the goods would conform to any description made by Auctioneer. Color variations can be expected in any electronic or printed imaging, and are not grounds for the return of any lot. NOTE: Auctioneer, in specified auction venues, for example, Fine Art, may have express written warranties and you are referred to those specific terms and conditions. .
39. Auctioneer is selling only such right or title to the items being sold as Auctioneer may have by virtue of consignment agreements on the date of auction and disclaims any warranty of title to the Property. Auctioneer disclaims any warranty of merchantability or fitness for any particular purposes. All images, descriptions, sales data, and archival records are the exclusive property of Auctioneer, and may be used by Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.
40. Translations of foreign language documents may be provided as a convenience to interested parties. Auctioneer makes no representation as to the accuracy of those translations and will not be held responsible for errors in bidding arising from inaccuracies in translation.
41. Auctioneer disclaims all liability for damages, consequential or otherwise, arising out of or in connection with the sale of any Property by Auctioneer to Bidder. No third party may rely on any benefit of these Terms and Conditions and any rights, if any, established hereunder are personal to the Bidder and may not be assigned. Any statement made by the Auctioneer is an opinion and does not constitute a warranty or representation. No employee of Auctioneer may alter these Terms and Conditions, and, unless signed by a principal of Auctioneer, any such alteration is null and void.
42. Auctioneer shall not be liable for breakage of glass or damage to frames (patent or latent); such defects, in any event, shall not be a basis for any claim for return or reduction in purchase price.

Release:

43. In consideration of participation in the Auction and the placing of a bid, Bidder expressly releases Auctioneer, its officers, directors and employees, its affiliates, and its outside experts that provide second opines, from any and all claims, cause of action, chose of action, whether at law or equity or any arbitration or mediation rights existing under the rules of any professional society or affiliation based upon the assigned description, or a derivative theory, breach of warranty express or implied, representation or other matter set forth within these Terms and Conditions of Auction or otherwise. In the event of a claim, Bidder agrees that such rights and privileges conferred therein are strictly construed as specifically declared herein; e.g., authenticity, typographical error, etc. and are the exclusive remedy. Bidder, by non-compliance to these express terms of a granted remedy, shall waive any claim against Auctioneer.
44. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or ingested or may have latent defects all of which may cause harm to a person. Purchaser accepts all risk of loss or damage from its purchase of these items and Auctioneer disclaims any liability whether under contract or tort for damages and losses, direct or inconsequential, and expressly disclaims any warranty as to safety or usage of any lot sold.

Dispute Resolution and Arbitration Provision:

45. By placing a bid or otherwise participating in the auction, Bidder accepts these Terms and Conditions of Auction, and specifically agrees to the dispute resolution provided herein. Consumer disputes shall be resolved through court litigation which has an exclusive Dallas, Texas venue clause and jury waiver. Non-consumer dispute shall be determined in binding arbitration which arbitration replaces the right to go to court, including the right to a jury trial.
46. Auctioneer in no event shall be responsible for consequential damages, incidental damages, compensatory damages, or any other damages arising or claimed to be arising from the auction of any lot. In the event that Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, in such cases the sole remedy shall be limited to rescission of sale and refund of the amount paid by Bidder; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.
47. In the event of an attribution error, Auctioneer may at its sole discretion, correct the error on the Internet, or, if discovered at a later date, to refund the buyer's purchase price without further obligation.
48. Exclusive Dispute Resolution Process: All claims, disputes, or controversies in connection with, relating to and /or arising out of your Participation in the Auction or purchase of any lot, any interpretation of the Terms and Conditions of Sale or any amendments thereto, any description of any lot or condition report, any damage to any lot, any alleged verbal modification of any term of sale or condition report or description and/or any purported settlement whether asserted in contract, tort, under Federal or State statute or regulation or any claim made by you of a lot or your Participation in the auction involving the auction or a specific lot involving a warranty or representation of a consignor or other person or entity including Auctioneer { which claim you consent to be made a party} (collectively, "Claim") shall be exclusively heard by, and the claimant (or respondent as the case may be) and Heritage each consent to the Claim being presented in a confidential binding arbitration before a single arbitrator administrated by and conducted under the rules of, the American Arbitration Association. The locale for all such arbitrations shall be Dallas, Texas. The arbitrator's award may be enforced in any court of competent jurisdiction. If a Claim involves a consumer, exclusive subject matter jurisdiction for the Claim is in the State District Courts of Dallas County, Texas and the consumer consents to subject matter and in personam jurisdiction; further CONSUMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. A consumer may elect arbitration as specified above. Any claim involving the purchase or sale of numismatic or related items may be submitted through binding PNG arbitration. Any Claim must be brought within two (2) years of the alleged breach, default or misrepresentation or the Claim is waived. Exemplary or punitive damages are not permitted and are waived. A Claim is not subject to class certification. Nothing herein shall be construed to extend the time of return or conditions and restrictions for return. This Agreement and any Claim shall be determined and construed under Texas law. The prevailing party (a party that is awarded substantial and material relief on its damage claim based on damages sought vs. awarded or the successful defense of a Claim based on damages sought vs. awarded) may be awarded its reasonable attorneys' fees and costs.
49. No claims of any kind can be considered after the settlements have been made with the consignors. Any dispute after the settlement date is strictly between the Bidder and consignor without involvement or responsibility of the Auctioneer.
50. In consideration of their participation in or application for the Auction, a person or entity (whether the successful Bidder, a Bidder, a purchaser and/or other Auction participant or registrant) agrees that all disputes in any way relating to, arising under, connected with, or incidental to these Terms and Conditions and purchases, or default in payment thereof, shall be arbitrated pursuant to the arbitration provision. In the event that any matter including actions to compel arbitration, construe the agreement, actions in aid or arbitration or otherwise needs to be litigated, such litigation shall be exclusively in the Courts of the State of Texas, in Dallas County, Texas, and if necessary the corresponding appellate courts. For such actions, the successful Bidder, purchaser, or Auction participant also expressly submits himself to the personal jurisdiction of the State of Texas.
51. These Terms & Conditions provide specific remedies for occurrences in the auction and delivery process. Where such remedies are afforded, they shall be interpreted strictly. Bidder agrees that any claim shall utilize such remedies; Bidder making a claim in excess of those remedies provided in these Terms and Conditions agrees that in no case whatsoever shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot.

Miscellaneous:

52. Agreements between Bidders and consignors to effectuate a non-sale of an item at Auction, inhibit bidding on a consigned item to enter into a private sale agreement for said item, or to utilize the Auctioneer's Auction to obtain sales for non-selling consigned items subsequent to the Auction, are strictly prohibited. If a subsequent sale of a previously consigned item occurs in violation of this provision, Auctioneer reserves the right to charge Bidder the applicable Buyer's Premium and consignor a Seller's Commission as determined for each auction venue and by the terms of the seller's agreement.
53. Acceptance of these Terms and Conditions qualifies Bidder as a client who has consented to be contacted by Heritage in the future. In conformity with "do-not-call" regulations promulgated by the Federal or State regulatory agencies, participation by the Bidder is affirmative consent to being contacted at the phone number shown in his application and this consent shall remain in effect until it is revoked in writing. Heritage may from time to time contact Bidder concerning sale, purchase, and auction opportunities available through Heritage and its affiliates and subsidiaries.
54. Rules of Construction: Auctioneer presents properties in a number of collectible fields, and as such, specific venues have promulgated supplemental Terms and Conditions. Nothing herein shall be construed to waive the general Terms and Conditions of Auction by these additional rules and shall be construed to give force and effect to the rules in their entirety.

State Notices:

Notice as to an Auction in California. Auctioneer has in compliance with Title 2.95 of the California Civil Code as amended October 11, 1993 Sec. 1812.600, posted with the California Secretary of State its bonds for it and its employees, and the auction is being conducted in compliance with Sec. 2338 of the Commercial Code and Sec. 535 of the Penal Code.

Notice as to an Auction in New York City. These Terms and Conditions of Sale are designed to conform to the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This sale is a Public Auction Sale conducted by Heritage Auctioneers & Galleries, Inc. # 41513036. The New York City licensed auctioneers are: Sam Foose, #095260; Kathleen Guzman, #0762165; Nicholas Dawes, #1304724; Ed Beardsley, #1183220; Scott Peterson, #1306933; Andrea Voss, #1320558, who will conduct the Sale on behalf of itself and Heritage Numismatic Auctions, Inc. (for Coins) and Currency Auctions of America, Inc. (for currency). All lots are subject to: the consignor's rights to bid thereon in accord with these Terms and Conditions of Sale, consignor's option to receive advances on their consignments, and Auctioneer, in its sole discretion, may offer limited extended financing to registered bidders, in accord with Auctioneer's internal credit standards. A registered bidder may inquire whether a lot is subject to an advance or a reserve. Auctioneer has made advances to various consignors in this sale. On lots bearing an estimate, the term refers to a value range placed on an item by the Auctioneer in its sole opinion but the final price is determined by the bidders.

Notice as to an Auction in Texas. In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599. Any complaints may be directed to the same address.

Notice as to an Auction in Ohio: Auction firm and Auctioneer are licensed by the Dept. of Agriculture, and either the licensee is bonded in favor of the state or an aggrieved person may initiate a claim against the auction recovery fund created in Section 4707.25 of the Revised Code as a result of the licensee's actions, whichever is applicable.

Additional Terms & Conditions:
COINS & CURRENCY

COINS and CURRENCY TERM A: Signature® Auctions are not on approval. No certified material may be returned because of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for uncertified Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale: such request must be made in writing detailing the alleged gross error; submission of the lot to the Auctioneer must be pre-approved by the Auctioneer; and bidder must notify Ron Brackemyre (1-800-8726467 Ext. 1312) in writing of such request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading or method of manufacture do not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. AFTER THAT 30-DAY PERIOD, NO LOTS MAY BE RETURNED FOR REASONS OTHER THAN AUTHENTICITY. Lots returned must be housed intact in their original holder. No lots purchased by floor Bidders may be returned (including those Bidders acting as agents for others) except for authenticity. Late remittance for purchases may be considered just cause to revoke all return privileges.

COINS and CURRENCY TERM B: Auctions conducted solely on the Internet THREE (3) DAY RETURN POLICY: Certified Coin and Uncertified and Certified Currency lots paid for within seven days of the Auction closing are sold with a three (3) day return privilege unless otherwise noted in the description as "Sold As Is, No Return Lot". You may return lots under the following conditions: Within three days of receipt of the lot, you must first notify Auctioneer by contacting Client Service by phone (877-HERITAGE (437-4824)) or e-mail (Bid@HA.com), and immediately ship the lot(s) fully insured to the attention of Returns, Heritage, 3500 Maple Avenue, 17th Floor, Dallas TX 75219-3941. Lots must be housed intact in their original holder and condition. You are responsible for the insured, safe delivery of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes these Return privileges.

COINS and CURRENCY TERM C: Bidders who have inspected the lots prior to any Auction, or attended the Auction, or bid through an Agent, will not be granted any return privileges, except for reasons of authenticity.

COINS and CURRENCY TERM D: Coins sold referencing a third-party grading service are sold "as is" without any express or implied warranty, except for a guarantee by Auctioneer that they are genuine. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Numismatic Guaranty Corporation (NGC), P.O. Box 4776, Sarasota, FL 34230, http://www.ngccoin.com/services/writtenguarantee.asp; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgs.com/guarantee.html; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Belleview Ave., Suite 50, Englewood, CO 80111.

COINS and CURRENCY TERM E: Notes sold referencing a third-party grading service are sold "as is" without any express or implied warranty, except for guarantee by Auctioneer that they are genuine. Grading, condition or other attributes of any lot may have a material effect on its value, and the opinion of others, including third-party grading services such as PCGS Currency, PMG, and CGA may differ with that of Auctioneer. Auctioneer shall not be bound by any prior or subsequent opinion, determination, or certification by any grading service. Bidder specifically waives any claim to right of return of any item because of the opinion, determination, or certification, or lack thereof, by any grading service. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Paper Money Guaranty (PMG), PO Box 4711, Sarasota FL 34230; PCGS Currency, PO Box 9458, Newport Beach, CA 92658; Currency Grading & Authentication (CGA), PO Box 418, Three Bridges, NJ 08887. Third party graded notes are not returnable for any reason whatsoever.

COINS and CURRENCY TERM F: Since we cannot examine encapsulated coins or notes, they are sold "as is" without our grading opinion, and may not be returned for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, purchaser's remedy, if any, shall be solely against the service certifying the collectible.

COINS and CURRENCY TERM G: Due to changing grading standards over time, differing interpretations, and to possible mishandling of items by subsequent owners, Auctioneer reserves the right to grade items differently than shown on certificates from any grading service that accompany the items. Auctioneer also reserves the right to grade items differently than the grades shown in the prior catalog should such items be reconsigned to any future auction.

COINS and CURRENCY TERM H: Although consensus grading is employed by most grading services, it should be noted as aforesaid that grading is not an exact science. In fact, it is entirely possible that if a lot is broken out of a plastic holder and resubmitted to another grading service or even to the same service, the lot could come back with a different grade assigned.

COINS and CURRENCY TERM I: Certification does not guarantee protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified coins and collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

COINS and CURRENCY TERM J: All non-certified coins and currency are guaranteed genuine, but are not guaranteed as to grade, since grading is a matter of opinion, an art and not a science, and therefore the opinion rendered by the Auctioneer or any third party grading service may not agree with the opinion of others (including trained experts), and the same expert may not grade the same item with the same grade at two different times. Auctioneer has graded the non-certified numismatic items, in the Auctioneer's opinion, to their current interpretation of the American Numismatic Association's standards as of the date the catalog was prepared. There is no guarantee or warranty implied or expressed that the grading standards utilized by the Auctioneer will meet the standards of any grading service at any time in the future.

COINS and CURRENCY TERM K: Storage of purchased coins and currency: Purchasers are advised that certain types of plastic may react with a coin's metal or transfer plasticizer to notes and may cause damage. Caution should be used to avoid storage in materials that are not inert.

COINS and CURRENCY TERM L: NOTE: Purchasers of rare coins or currency through Heritage have available the option of arbitration by the Professional Numismatists Guild (PNG); if an election is not made within ten (10) days of an unresolved dispute, Auctioneer may elect either PNG or A.A.A. Arbitration.

COINS and CURRENCY TERM M: For more information regarding Canadian lots attributed to the Charlton reference guides, please contact: Charlton International, PO Box 820, Station Willowdale B, North York, Ontario M2K 2R1 Canada.

COINS and CURRENCY TERM N: Some of the lots offered herein have been assigned to 1031 Services, Inc. for the purpose of consignor's tax deferred exchange.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
MEMORABILIA & HISTORICAL AUCTIONS

MEMORABILIA & HISTORICAL TERM A: Signature® and Grand Format Auctions of Autographs, Sports Collectibles, Music, Entertainment, Political, Americana, Vintage Movie Posters and Pop Culture memorabilia are not on approval. When the lot is accompanied by a Certificate of Authenticity (or its equivalent) from an third-party authentication provider, buyer has no right of return. On lots not accompanied by third-party authentication or under extremely limited circumstances not including authenticity (e.g. gross cataloging error), a purchaser who did not bid from the floor may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A Bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the Bidder's request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 35 days after Auction. AFTER THAT 35 DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASONS. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

MEMORABILIA & HISTORICAL TERM B: On any lot presented with a Letter of Authenticity ("LOA") issued by Auctioneer or its Heritage affiliates, that warranty inures only to the original purchaser (as shown in Auctioneer's records) "Purchaser". Purchaser may not transfer the rights afforded under the LOA and it is null and void when Purchaser transfers or attempts to transfer the lot. The LOA warranty is valid from date of the auction in which Purchaser was awarded the lot to four (4) years after its purchase. The LOA warranty is valid as to its attribution to the person or entity described or to the lot's usage, e.g. game worn. Claim procedure: Purchaser must contact the Auctioneer prior to submission of the lot as to his intent to make a claim and arrange secure shipment. If a lot's authenticity is questioned by Purchaser within the warranty period, Purchaser must present with the claim, authoritative written evidence that the lot is not authentic as determined by a known expert in the sports field. If Auctioneer concurs that the lot is not as represented, Purchaser shall be refunded their purchase price. If the Auctioneer denies the claim, the Purchaser may file the dispute with the American Arbitration Association with locale in Dallas, Texas, before a single arbitration under expedited rules. The LOA does not provide for incidental or consequential damages or other indirect damages. Any lot sold with a certificate of authenticity or other warranty from an entity other than Auctioneer or Heritage's affiliates is subject to such issuing entity's rules and such conditions are the sole remedy afforded to purchaser. For information as to third party authentication warranties the bidder is directed to: PSA/DNA, P.O. Box 6180 Newport Beach, CA 92658 (800) 325-1121. James Spence Authentication (JSA), 2 Sylvan Way, Suite 102 Parsippany, NJ 07054 (888) 457-7362; or as otherwise noted on the Certificate.

MEMORABILIA & HISTORICAL TERM C: As authenticity and provenance are not warranted, if a Bidder intends to challenge, authenticity or provenance of a lot he must notify Auctioneer in writing within thirty-five (35) days of the Auction's conclusion. Any claim as to provenance or authenticity must be first transmitted to Auctioneer by credible and definitive evidence or the opine of a qualified third party expert and there is no assurance after such presentment that Auctioneer will validate the claim. Authentication is not an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and validates the claim, Auctioneer's liability for reimbursement for any opine by Bidder's expert shall not exceed $500. Acceptance of a claim under this provision shall be limited to rescission of the sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

MEMORABILIA & HISTORICAL TERM D: In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

MEMORABILIA & HISTORICAL TERM E: On the fall of Auctioneer's hammer, buyer assumes full risk and responsibility for lot, including shipment by common carrier, and must provide their own insurance coverage for shipments.

MEMORABILIA & HISTORICAL TERM F: Auctioneer complies with all Federal and State rules and regulations relating to the purchasing, registration and shipping of firearms. A purchaser is required to provide appropriate documents and the payment of associated fees, if any. Purchaser is responsible for providing a shipping address that is suitable for the receipt of a firearm.

MEMORABILIA AND HISTORICAL TERM G -SCREEN SHOT. Screen shots included in the catalog or on the Heritage Internet are provided for reference only. Important Notice: Many identical versions of props and costumes are created for film and television productions in the normal course of a production. Heritage does not warrant or represent that the screen shots referenced are exact images of the offered item (unless specifically noted in the written description). Use of a screen shot does not constitute a warranty or representation of authenticity or provenance. There is not a right of return or refund based upon a claim arising out of or pertaining to any reference to a screen shot.

SPECIAL TERM H GUITARS: Bidders are urged to make a personal inspection of any guitar that they intend to bid on as there is a limited right of return. Heritage makes a visual inspection of the guitars to determine whether there are patent defects and whether the date and manufacturer corresponds to the description. Returns are not accepted for latent defects, structural issues, or mechanical and sound reproduction issues. It should be assumed that set up, adjustments and normal maintenance are necessary.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
FINE & DECORATIVE ARTS AUCTIONS

FINE AND DECORATIVE ARTS TERM A: LIMITED WARRANTY: Auctioneer warrants authorship, period or culture of each lot sold in this catalog as set out in the **BOLD**-face type heading in the catalog description of the lot, with the following exclusions. This warranty does not apply to:

i. authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or
ii. any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or
iii. authorship which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or
iv. the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalog, or which were unreasonably expensive or impractical to use at the time of publication of the catalog.

The term counterfeit is defined as a modern fake or forgery, made less than fifty years ago with the intent to deceive. The authenticity of signatures, monograms, initials or other similar indications of authorship is expressly excluded as a controlling factor in determining whether a work is a counterfeit under the meaning of these Terms and Conditions of Auction.

FINE AND DECORATIVE ARTS TERM B: GLOSSARY OF TERMS: Terms used in this catalog have the following meanings. Please note that all statements in this catalog, excluding those in **BOLD**-face type, regarding authorship, attribution, origin, date, age, provenance and condition are statements of opinion and are not treated as a statement of fact.

1. THOMAS MORAN In our opinion, the work is by the artist.
2. ATTRIBUTED TO THOMAS MORAN
   In our opinion, the work is of the period of the artist which may be whole or in part the work of the artist.
3. STUDIO, (CIRCLE OR WORKSHOP) OF THOMAS MORAN
   In our opinion, the work is of the period and closely relates to his style.
4. SCHOOL OF THOMAS MORAN
   In our opinion, the work is by a pupil or a follower of the artist.
5. MANNER OF THOMAS MORAN
   In our opinion, the work is in the style of the artist and is of a later period.
6. AFTER THOMAS MORAN
   In our opinion, this work is a copy of the artist.
7. ASCRIBED TO THOMAS MORAN
   In our opinion, this work is not by the artist, however, previous scholarship has noted this to be a work by the artist.
8. SIGNED (OR DATED)
   The work has a signature (or date) which is in our opinion is genuine.
9. BEARS SIGNATURE (OR DATE)
   The work has a signature (or date) which in our opinion is not authentic.

FINE AND DECORATIVE ARTS TERM C: PRESENTMENT: The warranty as to authorship is provided for a period of one (1) year from the date of the auction and is only for the benefit of the original purchaser of record and is not transferable.

FINE AND DECORATIVE ARTS TERM D: The Auction is not on approval. Under extremely limited circumstances (e.g. gross cataloging error), not including attributions in **BOLD**-face type, which are addressed in Term F below, a purchaser who did not bid from the floor may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the purchaser's request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 40 days after Auction. AFTER THAT 40-DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASON. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

FINE AND DECORATIVE ARTS TERM E: The catalog descriptions are provided for identification purposes only. Bidders who intend to challenge a **BOLD**-face provision in the description of a lot must notify Auctioneer in writing within forty (40) days of the Auction's conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title or the **BOLD**-face section of description is incorrect, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price. In no case shall Auctioneer's maximum liability exceed the successful bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

FINE AND DECORATIVE ARTS TERM F: Any claim as to authorship, provenance, authenticity, or other matter under the remedies provided in the Fine Arts Terms and Conditions or otherwise must be first transmitted to Auctioneer by credible and definitive evidence within the applicable claim period. Auctioneer, in processing the written claim, may require the Purchaser to obtain the written opinion of two recognized experts in the field who are mutually accepted by Auctioneer and Purchaser. Upon receipt of the two opinions, Auctioneer shall determine whether to rescind the sale. The Purchaser's claim must be presented in accord with the remedies provided herein and is subject to the limitations and restrictions provided (including within the described time limitations). Regardless of Purchaser's submissions there is no assurance after such presentment that Auctioneer will validate the claim. Authentication is not an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and provides a remedy within these Terms and Conditions or otherwise, our liability for reimbursement for bidder's third party opines shall not exceed $500. The right of rescission, return, or any other remedy provided in these Terms and Conditions, or any other applicable law, does not extend to authorship of any lot which at the date of Auction was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist, his students, school, workshop or followers. Purchaser by placing a bid expressly waives any claim or damage based on such subsequent information as described herein. It is specifically understood that any refund agreed to by the Auctioneer would be limited to the purchase price.

FINE AND DECORATIVE ARTS TERM G: Provenance and authenticity, excluding attributions in **BOLD**-face type, are guaranteed by neither the consignor nor Auctioneer. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

FINE AND DECORATIVE ARTS TERM H: On the fall of Auctioneer's hammer, Buyers of Fine Arts and Decorative Arts lots assumes full risk and responsibility for lot, including shipment by common carrier or third-party shipper, and must provide their own insurance coverage for shipments.

FINE AND DECORATIVE ARTS TERM I: Auctioneer complies with all Federal and State rules and regulations relating to the purchasing, registration and shipping of firearms. A purchaser is required to provide appropriate documents and the payment of associated fees, if any. Purchaser is responsible for providing a shipping address that is suitable for the receipt of a firearm.

FINE AND DECORATIVE ARTS TERM J: Right of Inspection and Return on Certain Lots.
Framed Lots estimated at $1000 or less shall not be unframed for inspection and may not be returned based on condition and are sold "AS IS".

Heritage Auctions strongly encourages in-person inspection of lots by the Bidder. While Heritage is not obligated to provide a condition report of each lot, Bidders may feel free to contact the department for a Condition Report and Heritage will attempt to furnish one, but shall not be liable for failing to do so. Condition is often detailed online, but is not included in our catalogues. The Bidder should review online descriptions as the descriptions supersede catalog descriptions and those condition reports otherwise provided. Statements by Heritage regarding the condition of objects are for guidance only and should not be relied upon as statements of fact, and do not constitute a representation, warranty, or assumption of liability by Heritage. All lots offered regardless of a condition report are sold "AS IS".

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
SPORTS COLLECTIBLES AUCTIONS

SPORTS COLLECTIBLES TERM A: Signature® Auctions are not on approval. No certified material may be returned because of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for uncertified Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to the Auctioneer must be pre-approved by the Auctioneer; A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of such request within three (3) days of the mail bidder's receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading does not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. AFTER THAT 30-DAY PERIOD, NO LOTS MAY BE RETURNED FOR REASONS OTHER THAN AUTHENTICITY. Lots returned must be housed intact in the original holder. No lots purchased by floor Bidders (including those Bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

SPORTS COLLECTIBLES TERM B: Auctions conducted solely on the Internet THREE (3) DAY RETURN POLICY. All lots paid for within seven days of the Internet-only Auction closing are sold with a three (3) day return privilege. You may return lots under the following conditions: Within three days of receipt of the lot, you must first notify Auctioneer by contacting Client Service by phone (877-HERITAGE (437-4824)) or e-mail (Bid@HA.com), and immediately mail the lot(s) fully insured to the attention of Returns, Heritage, 3500 Maple Avenue, 17th Floor, Dallas TX 75219-3941. Lots must be housed intact in their original holder and condition. You are responsible for the insured, safe delivery of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes all Return privileges.

SPORTS COLLECTIBLES TERM C: Bidders who have inspected the lots or had the opportunity to Inspect the lots prior to any Auction will not be granted any return privileges.

SPORTS COLLECTIBLES TERM D: Sportscards sold referencing a third-party grading service are sold "as is" without any express or implied warranty. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Professional Sports Authenticator (PSA), P.O. Box 6180 Newport Beach, CA 92658; Sportscard Guaranty LLC (SGC) P.O. Box 6919 Parsippany, NJ 07054-6919; Global Authentication (GAI), P.O. Box 57042 Irvine, Ca. 92619; Beckett Grading Service (BGS), 15850 Dallas Parkway, Dallas TX 75248.

SPORTS COLLECTIBLES TERM E: On any lot presented with a Letter of Authenticity ("LOA") issued by Auctioneer or its Heritage affiliates, that warranty inures only to the original purchaser (as shown in Auctioneer's records) "Purchaser". Purchaser may not transfer the rights afforded under the LOA and it is null and void when Purchaser transfers or attempts to transfer the lot. The LOA warranty is valid from date of the auction in which Purchaser was awarded the lot to four (4) years after its purchase. The LOA warranty is valid as to its attribution to the person or entity described or to the lot's usage, e.g. game worn. Claim procedure: Purchaser must contact the Auctioneer prior to submission of the lot as to his intent to make a claim and arrange secure shipment. If a lot's authenticity is questioned by Purchaser within the warranty period, Purchaser must present with the claim, authoritative written evidence that the lot is not authentic as determined by a known expert in the sports field. If Auctioneer concurs that the lot is not as represented, Purchaser shall be refunded their purchase price. If the Auctioneer denies the claim, the Purchaser may file the dispute with the American Arbitration Association with locale in Dallas, Texas, before a single arbitration under expedited rules. The LOA does not provide for incidental or consequential damages or other indirect damages. Any lot sold with a certificate of authenticity or other warranty from an entity other than Auctioneer or Heritage's affiliates is subject to such issuing entity's rules and such conditions are the sole remedy afforded to purchaser. For information as to third party authentication warranties the bidder is directed to: PSA/DNA, P.O. Box 6180 Newport Beach, CA 92658 (800) 325-1121. James Spence Authentication (JSA), 2 Sylvan Way, Suite 102 Parsippany, NJ 07054 (888) 457-7362; or as otherwise noted on the Certificate.

SPORTS COLLECTIBLES TERM F: Bidders who intend to challenge authenticity or provenance of a lot must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

SPORTS COLLECTIBLES TERM G: Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, purchaser's remedy, if any, shall be solely against the service certifying the collectible.

SPORTS COLLECTIBLES TERM H: Due to changing grading standards over time, differing interpretations, and to possible mishandling of items by subsequent owners, Auctioneer reserves the right to grade items differently than shown on certificates from any grading service that accompany the items. Auctioneer also reserves the right to grade items differently than the grades shown in the prior catalog should such items be reconsigned to any future auction.

SPORTS COLLECTIBLES TERM I: Although consensus grading is employed by most third-party services, it should be noted as aforesaid that grading is not an exact science. In fact, it is entirely possible that if a lot is broken out of a plastic holder and resubmitted to another grading service or even to the same service, the lot could come back with a different grade assigned.

SPORTS COLLECTIBLES TERM J: Certification does not guarantee protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
COMICS & COMIC ART AUCTIONS

COMICS & COMIC ART TERM A: Signature® Auctions are not on approval. No certified material may be returned because of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for uncertified Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to the Auctioneer must be pre-approved by the Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of such request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading does not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. AFTER THAT 30-DAY PERIOD, NO LOTS MAY BE RETURNED FOR REASONS OTHER THAN AUTHENTICITY. Lots returned must be housed intact in the original holder. No lots purchased by floor Bidders may be returned (including those Bidders acting as agents for others). Late remittance for purchases may be considered just cause to revoke all return privileges.

COMICS & COMIC ART TERM B: Auctions conducted solely on the Internet have a THREE (3) DAY RETURN POLICY: Lots paid for within seven days of the Auction closing are sold with a three (3) day return privilege. You may return lots under the following conditions: Within three days of receipt of the lot, you must first notify Auctioneer by contacting Client Service by phone (877-HERITAGE (437-4824)) or e-mail (Bid@HA.com), and immediately mail the lot(s) fully insured to the attention of Returns, Heritage, 3500 Maple Avenue, 17th Floor, Dallas TX 75219-3941. Lots must be housed intact in their original holder and condition. You are responsible for the insured, safe delivery of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes all Return-Restock privileges.

COMICS & COMIC ART TERM C: Bidders who have inspected the lots prior to the auction will not be granted any return privileges.

COMICS & COMIC ART TERM D: Comic books sold referencing a third-party grading service are sold "as is" without any express or implied warranty. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Comics Guaranty Corporation (CGC), P.O. Box 4738, Sarasota, FL 34230.

COMICS & COMIC ART TERM E: Bidders who intend to challenge authenticity or provenance of a lot must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

COMICS & COMIC ART TERM F: All comics are guaranteed genuine, but are not guaranteed as to grade, since grading is a matter of opinion, an art and not a science, and therefore the opinion rendered by the Auctioneer or any third party grading service may not agree with the opinion of others (including trained experts), and the same expert may not grade the same item with the same grade at two different times.

COMICS & COMIC ART TERM G: Since we cannot examine encapsulated comics, they are sold "as is" without our grading opinion, and may not be returned for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, purchaser's remedy, if any, shall be solely against the service certifying the collectible.

COMICS & COMIC ART TERM H: Due to changing grading standards over time, differing interpretations, and to possible mishandling of items by subsequent owners, Auctioneer reserves the right to grade items differently than shown on certificates from any grading service that accompany the items. Auctioneer also reserves the right to grade items differently than the grades shown in the prior catalog should such items be reconsigned to any future auction.

COMICS & COMIC ART TERM I: Although consensus grading is employed by most grading services, it should be noted as aforesaid that grading is not an exact science. In fact, it is entirely possible that if a lot is broken out of a plastic holder and resubmitted to another grading service or even to the same service, the lot could come back with a different grade assigned.

COMICS & COMIC ART TERM J: Certification does not guarantee protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
JEWELRY, WATCH & LUXURY ACCESSORY AUCTIONS

JEWELRY, WATCH & LUXURY ACCESSORY TERM A: JEWELRY: As most jewelry sold at auction has been worn, and may have been previously repaired, altered, or embellished, ALL LOTS are sold AS IS. Such wear, repairs or changes may display varying levels of evidence, so it is the responsibility of each prospective bidder to fully inspect each lot before bidding and rely upon their own judgment prior to placing a bid. Bidder acknowledges that the absence of any reference to their condition does not imply the absence of wear, repairs, or defects.

JEWELRY, WATCH & LUXURY ACCESSORY TERM B: WATCHES: As most watches sold at auction have been worn, and may have been previously repaired, altered, or embellished, ALL LOTS are sold AS IS. Such wear, repairs or changes may display varying levels of evidence, so it is the responsibility of each prospective bidder to fully inspect each lot before bidding and rely upon their own judgment prior to placing a bid. Bidder acknowledges that the absence of any reference to their condition does not imply the absence of wear, repairs, or defects. No item shall be considered eligible for return unless its original Heritage security tag remains attached and intact.

JEWELRY, WATCH & LUXURY ACCESSORY TERM C: All descriptions and statements in this catalog and subsequent invoices regarding measurement, authorship, source or origin, or other aspects are qualified opines and do not constitute a warranty or representation, and are provided for identification purposes only. Auctioneer warrants only such authorship, period or culture of each lot is as set out in the BOLD faced type heading in the catalog description of the lot, with the following exclusions: this warranty does not apply to any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or authorship which on the date of Auction was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or opines which may be proven inaccurate by means of scientific processes not generally accepted for use or which were unreasonably expensive or impractical to use at the time of publication of the catalog. Such limited warranty as to authorship is provided for a period of one (1) year from the date of the auction and is only for the benefit of the original purchaser of record and is not transferable, and any claim regarding a bold-faced provision must be accompanied by two written letters by independent and authorized appraisers in support of the claim. It is specifically understood that any refund agreed to by the Auctioneer would be limited to the purchase price.

JEWELRY, WATCH & LUXURY ACCESSORY TERM D: The Auction is not on approval. Under extremely limited circumstances not including authenticity (e.g. gross cataloging error), a purchaser who did not bid from the floor may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the purchaser's request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 30 days after Auction. AFTER THAT 30 DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASONS. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders may be returned (including those bidders acting as agents for others). Late remittance for purchases may be considered just cause to revoke all return privileges.

JEWELRY, WATCH & LUXURY ACCESSORY TERM E: Pre-auction estimates of value or "bidding estimates" are opines provided solely as a convenience to clients, and should only be used as approximations of current market value. Estimates do not include Buyer's Premiums or sales tax.

JEWELRY, WATCH & LUXURY ACCESSORY TERM F: In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title or the bold faced section of description is incorrect, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

JEWELRY, WATCH & LUXURY ACCESSORY TERM G: Provenance and authenticity are not guaranteed by the consignor or the Auctioneer. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding. Provenance or other information regarding history of ownership may be provided if known, or may be excluded at the request of the consignor.

JEWELRY, WATCH & LUXURY ACCESSORY TERM H: On the fall of Auctioneer's hammer, Buyers assume full risk and responsibility for lot, including shipment by common carrier or third-party shipper, and must provide their own insurance coverage for shipments.

JEWELRY, WATCH & LUXURY ACCESSORY TERM I: Watches in waterproof and water-resistant cases have been opened to identify type and condition. Auctioneer cannot guarantee that the watches are waterproof or water-resistant at the time of purchase. Buyers are advised to have the watches checked by a competent watchmaker with respect to such attributes.

JEWELRY, WATCH & LUXURY ACCESSORY TERM J: All dimensions in catalog descriptions are approximate.

JEWELRY, WATCH & LUXURY ACCESSORY TERM K: Condition reports are provided as a service to clients. Buyers should note that descriptions of property are not warranties and that watches may need general service, change of battery or further repair work for which the buyer is solely responsible.

JEWELRY, WATCH & LUXURY ACCESSORY TERM L: Watch bands made from protected species (i.e. alligator, crocodile) and items made of ivory and tortoise may be subject to restrictions in certain countries.

JEWELRY, WATCH & LUXURY ACCESSORY TERM M: Any property made of or incorporating endangered or protected species or wildlife may have import and export restrictions established by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). These items are not available to ship Internationally or in some cases, domestically. By placing a bid the bidder acknowledges that he is aware of the restriction and takes responsibility in obtaining and paying for any license or permits relevant to delivery of the product. Lots containing potentially regulated wildlife material are noted in the description as a convenience to our clients. Heritage Auctions does not accept liability for errors or for failure to mark lots containing protected or regulated species.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions
WINE AUCTIONS

WINE AUCTION TERM A: Bidder's Age: You must be at least 21 years of age to participate in our auctions.

WINE AUCTION TERM B: Descriptions: While Auctioneer has attempted to describe all property as accurately as possible, such description is based upon a physical inspection and observation. Auctioneer does not warrant or represent, and denies responsibility for the accuracy of the descriptions, encompassing but not limited to, vintage, provenance, authenticity, quality and condition as may be stated on the site. Any and all statements made relating to the property offered on the site are merely statement of opinion and at no time can be construed as warranties and representations of fact or assumptions of any liability on the part of Auctioneer. Auctioneer reserves the right to amend the description of any lot by means of an announcement either oral or electronic. And may withdraw any lot.

WINE AUCTION TERM C: Lots sold "AS IS" "WHEREAS": Buyer accepts all purchases "AS IS" and "WHEREAS", notwithstanding any other terms of the Conditions of Sale.

WINE AUCTION TERM D: Notice: The wine industry estimates a seven percent (7%) age of all wine sealed with natural corks are ruined because of a natural fungus in corkwood that produces the chemical compound trichloroanisole. In almost all cases of "corked" wine, the aroma of the wine is reduced significantly, and a heavily tainted wine is completely undrinkable. Since all of our wine is consigned, and much of it very rare, we cannot replace wines that have been ruined because of cork taint. We do not accept returns of corked wine nor do we refund for corked wine.

WINE AUCTION TERM E: Shipping: All items will be available to the Buyer for pickup or shipment upon Buyer's payment of the purchase price and prepaid shipping charges. Please note that due to the temperature-sensitivity of wine and complicated wine shipping regulations, we do not automatically ship wine lots. Please contact the Wine department at WineAuctionShipping@HA.com or (310) 492-8635 to make your shipping arrangements. All lots are delivered by Buyer's preferred method of shipping or by Auctioneer's selection if no Buyer preference is indicated. Buyer shall assume full responsibility for shipping expenses. This includes shipping costs, packing, and handling. Buyers need to be aware that many states impose restrictions on the quantity of alcoholic beverages purchased or brought into its jurisdiction from another state. Special permits may be required; Auctioneer takes no responsibility for any shipment to any state outside of California nor any confiscation of a shipment to any state.

WINE AUCTION TERM F: Risk of Loss: The sale of the wine between Auctioneer and Buyer takes place at Auctioneer's California facility. Risk of Loss passed to Buyer upon Auctioneer's determination of the winning bid. Auctioneer will not reimburse Buyers for lost or damaged shipments. Auctioneer will take precautions to package the wine according to industry standards to minimize the possibility of damage. Auctioneer does not cover any loss or damage due to exposure to temperature variations, shipping delays or defect in or failure of any cork or other bottle closure.

WINE AUCTION TERM G: Shipment outside of California: The primary means of distribution will be common carrier. All wines are to be sold in California by Seller and title passes to Buyer in California. Auctioneer makes no representation as to the rights of anyone to import wine into any state that restricts the personal importation of wine, the wine will be held at Auctioneer's facility on behalf of Buyer until Buyer makes arrangements to ship the lot to an address in a state that permits such shipments or receives Buyer's other written instructions.

STORAGE CHARGES: Wines not picked up within one (1) months of the auction will accrue charges of $10.00 per case or partial case per month. Charges will be applied on the first day of the subsequent month and each month thereafter. Wines will not be released or shipped to customers until storage fees are paid.

WINE AUCTION TERM H: Weather: When the weather is too hot or too cold to safely ship wines, Auctioneer will temporarily store Buyers' wines at no charge.

WINE AUCTION TERM I. Change in Condition: Though every effort is made to describe or measure the levels of older vintages, corks more than twenty (20) years old begin to lose their elasticity and levels can change between cataloging and sale. Old corks occasionally fail during or after shipment. Buyers must understand that there is always a risk of cork failure with old wines. Under no circumstances can an adjustment of price or credit be made after delivery.

WINE AUCTION TERM J: License: Heritage Collectibles, Inc. licensed in the State of California and holds Type 17 and 20 licenses No 5000295.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions
DOMAIN NAMES & INTELLECTUAL PROPERTY AUCTIONS

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM A: A domain name must be registered with the current domain registrar for at least 60 days before being transferred to another registrar. Transfers within the current registrar are not limited. Heritage will facilitate the transfer of domains from the consignor, and, separately, to the Buyer. Transfer of domain ownership may take up to 14 days after payment has been verified. Any transfer and/or renewal fees (which vary by registrar) are to be paid by the Buyer to the registrar.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM B: If the change of ownership cannot be completed for any reason, Buyer acknowledges and agrees that Auctioneer shall have no liability or responsibility regarding the same. In the event that the domain name cannot be registered with any registrar through no fault of the Buyer and settlement with the consignor has been made, any action to rescind or negate the purchase shall be solely between the Buyer and the consignor.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM C: Statistics about domains may be provided by Auctioneer in the catalog and online descriptions (e.g. Google Search Results, Google PPC Rate, Domain Age, Year of Registration, traffic and earnings statements, etc.). This information was valid to the best of Auctioneer's belief based upon third-party information at the time of cataloging, and does not represent a guarantee in any way.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM D: Buyer is responsible for ensuring that your use of the domain name does not infringe upon any third-party rights, relevant laws, or regulations.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM E: Buyer agrees that country code top level domain names ("ccTLDs") may have unique requirements for ownership. Before you bid on any ccTLD, you should review the registry rules, policies, and agreements for the ccTLD to ensure that you can be in compliance with all eligibility requirements.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM F: Buyer shall in all registration processes accurately complete the application form(s) throughout the process, and Auctioneer and consignor shall not be liable for any false or misleading information provided in the application process

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM G: S To the extent that the Properties are subject to dispute resolution either under the "UDRP" or the "DMCA", Buyer agrees to be joined into such dispute resolution procedures as a party and/or with the consignor. If there is a dispute by the Buyer as to his election of registrar, neither the consignor nor Auctioneer shall be involved in that dispute resolution.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

Additional Terms & Conditions:
STAMPS & PHILATELIC ITEMS

STAMPS & PHILATELIC ITEMS TERM A: Signature® Auctions are not on approval. No certified material may be returned because of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for ungraded Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale: such request must be made in writing detailing the alleged gross error; submission of the lot to the Auctioneer must be pre-approved by the Auctioneer; and bidder must notify Jessica Bennett (877-HERITAGE (437-4824) Ext. 1156) in writing of such request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading does not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. Lots returned must be housed intact in their original holder. No lots purchased by floor Bidders may be returned (including those acting through agents). Late remittance for purchases may be considered just cause to revoke all return privileges.

STAMPS & PHILATELIC ITEMS TERM B: Auctions conducted **solely on the Internet** THREE (3) DAY RETURN POLICY: Certified Stamps, and Certified and Uncertified Philatelic Items paid for within seven days of the weekly or monthly Internet Auction closing are sold with a three (3) day return privilege. You may return lots under the following conditions: Within three days of receipt of the lot, you must first notify Auctioneer by contacting Client Service by phone (877-HERITAGE (437-4824)) or e-mail (Bid@HA.com), and immediately ship the lot(s) fully insured to the attention of Returns, Heritage, 3500 Maple Avenue, 17th Floor, Dallas TX 75219-3941. Lots must be housed intact in their original holder and condition. You are responsible for the insured, safe delivery of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes these Return privileges.

STAMPS & PHILATELIC ITEMS TERM C: Multiple stamp / item lots, including sets, collections, large lots, and small group lots, whether certified or not, are not sold on approval, and are sold "As Is" Without Warranty. There are absolutely no exceptions to this policy.

STAMPS & PHILATELIC ITEMS TERM D: Stamps and Philatelic Items sold referencing a third-party certification or grading service are sold "As Is" Without Warranty. Bidder shall solely rely upon warranties of the authentication provider issuing the Certificate or opinion. Grading, condition or other attributes of any lot may have a material effect on its value, and the opinion of others, including third-party grading services such as PSE, PF, and APEX may differ with that of Auctioneer. Auctioneer shall not be bound by any prior or subsequent opinion, determination, or certification by any grading service. Bidder specifically waives any claim to right of return of any item because of the opinion, determination, or certification, or lack thereof, by any grading service. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Professional Stamp Experts (PSE), P.O. Box 6170, Newport Beach, CA 92658; Philatelic Foundation (PF), 70 West 40th St., 15th Floor, New York, NY 10018; American Philatelic Expertising Service (APEX), 100 Match Factory Place, Bellefonte, PA 16823; or, for other services, as otherwise noted on the Certificate. Third party graded stamps are not returnable for any reason whatsoever. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, purchaser's remedy, if any, shall be solely against the service certifying the collectible.

STAMPS & PHILATELIC ITEMS TERM E: In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

STAMPS & PHILATELIC ITEMS TERM F: Grading is a matter of opinion, an art and not a science, and therefore the opinion rendered by the Auctioneer or any third party grading service may not agree with the opinion of others (including trained experts), and the same expert may not grade the same item with the same grade at two different times. Although consensus grading is employed by most grading services, it should be noted as aforesaid that grading is not an exact science. In fact, it is entirely possible that if a lot is broken out of a plastic holder and resubmitted to another grading service or even to the same service, the lot could come back with a different grade assigned.

STAMPS & PHILATELIC ITEMS TERM G: Auctioneer does not warrant provenance of a stamp or philatelic item; it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

STAMPS & PHILATELIC ITEMS TERM H: Due to changing grading standards over time, differing interpretations, and to possible mishandling of items by subsequent owners, Auctioneer reserves the right to grade items differently than shown on certificates from any grading service that accompany the items. Auctioneer also reserves the right to grade items differently than the grades shown in the prior catalog should such items be reconsigned to any future auction.

STAMPS & PHILATELIC ITEMS TERM I: Certification does not guarantee protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified and graded stamps and collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

STAMPS & PHILATELIC ITEMS TERM J: Storage of purchased stamps and philatelic items: Purchasers are advised that certain types of plastic may react with a stamp's ink(s), gum and/or paper or transfer plasticizer to stamps and may cause damage. Caution should be used to avoid storage in materials that are not inert.

STAMPS & PHILATELICS TERM K: Extension Policy:

a. The successful bidder may request the Auctioneer to have a Property or Properties authenticated by an expertizing service set forth in Auctioneer's preapproved expertizing committees. The extension shall be governed by this section.
b. As a condition precedent to the request to place a Property on extension the successful bidder must either deposit the purchase price of the Property with Auctioneer or have a preapproved credit limit covering at least the amount of the successful bid.
c. Properties auctioned at a Signature Auction that do not have certificates or have certificates dated more than five (5) years prior to the auction are eligible for expertizing.
d. The successful bidder may submit a lot for authentication to an expertizing service accepted by Heritage.
e. The successful bidder's election to submit a Property for expertizing must be made in writing and such writing must be received by Heritage in writing within 30 days of last day of the auction along with a photocopy of the application to the expertizing committee.
f. The Successful bidder shall notify Auctioneer immediately that a submitted Property has cleared, failed, or had a no opinion certificate issued by the appointed expertizing committee and thereafter immediately pay for Property or approve the release of the Property's deposit if applicable.
g. The failure of the expertizing service to render an opinion is not grounds for return of the Property and the successful bidder shall have their deposit transferred to auctioneer or if credit had been extended pay for the Property immediately.
h. No Property sent to an expertizing committee in the United States may be eligible for a refund or cancellation of its invoice after 120 days following the last day of the sale. Properties sent to an overseas expertizing committee may not be returned after 180 days following the last day of the sale. If the expertizing committee either domestically or overseas fails to issue an opinion in the foregoing time periods, the successful bidder is responsible to immediately pay for the Property.
i. The Property must be returned to the Auctioneer in the same condition as when delivered to the successful bidder. The Successful Bidder until a Property is returned shall assume all risk of loss and damage to the Property. In the event of loss or damage the successful bidder shall be responsible for the amount of his successful bid and costs of collection.
j. In the event of an unfavorable opinion, Heritage will refund the cost of the lot (if the successful bidder has made a deposit or if on credit cancel the invoice), plus the expertizing fees up to $650.00.
k. On Properties subject to this section, the successful bidder waives any and all other claims pertaining to the auction, the Property or otherwise except as expressly stated herein.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824)
or e-mail: CreditDept@HA.com

New York State Auctions Only

Notice as to an Auction in New York City. These Terms and Conditions of Sale are designed to conform to the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This sale is a Public Auction Sale conducted by Heritage Auctioneers & Galleries, Inc. # 41513036. The New York City licensed auctioneers are: Sam Foose, #095260; Kathleen Guzman, #0762165; Nicholas Dawes, #1304724; Ed Beardsley, #1183220; Scott Peterson, #1306933; Andrea Voss, #1320558, Michael J. Sadler, # 1304630, who will conduct the Sale on behalf of itself and Heritage Numismatic Auctions, Inc. (for Coins) and Currency Auctions of America, Inc. (for currency). All lots are subject to: the consignor's rights to bid thereon in accord with these Terms and Conditions of Sale, consignor's option to receive advances on their consignments, and Auctioneer, in its sole discretion, may offer limited extended financing to registered bidders, in accord with Auctioneer's internal credit standards. A registered bidder may inquire whether a lot is subject to an advance or a reserve. Auctioneer has made advances to various consignors in this sale. On lots bearing an estimate, the term refers to a value range placed on an item by the Auctioneer in its sole opinion but the final price is determined by the bidders. Rev 11-19-12