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 THE "MINIMUM BIDS" 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 has been posted, we will require the consignor to pay full Buyer’s Premium and Seller’s Commissions on such lot.

13. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid at the recognized price shall be the successful bid. If, however, buyers agree to accept the original winning bidder, at his option, the Auctioneer may at his sole discretion reoffer the lot. The Auctioneer’s decision and declaration of the winning bidder will be final and binding upon all Bidders. If the successful bid is challenged by another Bidder, the Auctioneer will, at his discretion, declare the highest bid accepted as the winning bid, regardless of whether a competing bid may have been higher. The Auctioneer reserves the right after the hammer fall to accept bids and reopen bidding for bids placed through the recognized bidder. The Auctioneer’s decision is final. Bidders shall leave the premises without property and all personal belongings if asked to do so by the Auctioneer. The Auctioneer may, subject to a deposit of $200.00, withdraw the Properties, or any part of the Properties, from the Auction at any time prior to the opening of any Lot containing such Properties, and reserve the right to sell any Lot containing such Properties, at any time prior to the opening of any Lot containing such Properties.

15. Lots bearing bidding estimates shall open at the Auctioneer’s discretion (generally 40%-60% of the low estimate). In the event that a low bid meets or exceeds that opening amount, the lot shall pass as unsold.

16. 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.

17. Lots bearing bidding estimates shall open at the Auctioneer’s discretion (generally 40%-60% of the low estimate). In the event that a low bid meets or exceeds that opening amount, the lot shall pass as unsold. All bids must be in U.S. dollars and will not be accepted in any other currency. No personal checks are accepted. No credit card bids are accepted. No checks are accepted at the Auction venue. 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.

18. All lots are subject to the right of reselling any lot failed to sell. 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 Auction.

19. Auctioneer occasionally experiences Internet and/or Server service outages, and Auctioneer periodically cleans its online server(s) by removing or filtering files. Any lot bids submitted through the Online Auction may constitute grounds for withdrawal of bidding privileges. Lots won by mail Bidders will not be delivered if payment is not received within 7 days from the close of the Auction. 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.

20. Bidders may constitute grounds for withdrawal of bidding privileges. Lots won by mail Bidders will not be delivered if payment is not received within 7 days from the close of the Auction. 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.
34. Release:
39. Delivery, Handling, and Transit Fee infra, any risk of loss during shipment will be borne by Heritage until the
32. Art, may have express written warranties and you are referred to those specific terms and conditions.
39. of the basis of the bargain or has created any express warranty that the goods would conform to any
40. terms or amendments thereto, any description of any lot or contract 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
40. ) items made of (or including) Brazilian rosewood, ivory, whalebone, turtle shell, coral, crocodile, alligator,
47. All lots are subject to: the consignor's right to bid thereon and consignor's option to receive advances on their consignments. Auction
40. New York City Department of Consumer Affairs Rules and Regulations as Amended. This a Public Auction Sale
44. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items
50. Any statement made by the Auctioneer is an opinion and does not constitute a warranty or representation.
51. 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 and shall not be making a claim for consequential damages. Any claim which is not brought to the attention of the Auctioneer and/or consignor may be subjected to the following provisions.
56. All claims of any kind can be considered after the settlements have been made with the consignors. Any
57. Any claim involving the purchase or subsequent sale of a previously consigned item occurs in violation of this provision, Auctioneer reserves the
50. Auctioneer’s Compensation for Transit Services: Auctioneer will provide transit services to Buyer for ¾
50. Auctioneer’s maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.
51. All claims of any kind can be considered after the settlements have been made with the consignors. Any
52. Agreement between Bidders and consignors to effectuate a no-sale of an item at Auction, inhibit bidding on that item or to enter into a private sale. Such agreement for sale of said item, or to utilize the Auctioneer’s
53. Miscellaneous:
54. Claims of any kind can be considered after the settlements have been made with the consignors. Any
55. Notice as to an Auction in Texas. In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this
56. Notice as to an Auction in California. Auctioneer has in compliance with Title 2.95 of the California Civil Code as
57. Notice as to an Auction in California. Auctioneer has in compliance with Title 2.95 of the California Civil Code as
58. A. NOTICE OF CITES COMPLIANCE: The purchase of items made from protected species: Any property
59. B. California Conservation: The purchase of protected species: California state law prohibits the
50. A. Scope of Transit Services: Your properties for transit will be insured under one or more insurance policies
60. Scope of Transit Services: Your properties for transit will be insured under one or more insurance policies
61. A. Notice as to an Auction in Texas. In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this
62. A. Notice as to an Auction in Texas. In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this
63. Miscellaneous:
64. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items
65. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items
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69. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items
70. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items
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 (1-800-872-6467 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 (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 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/writerguarantee.aspx; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgso.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 a 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 and PMG 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 items 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 6711, Sarasota FL 34230; PCGS Currency, PO Box 10470, Pecoa, IL 61012-0470. 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 alleged 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 noncertified 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: Financing. Auctioneer offers various extended payment options to qualified pre-approved persons and companies. The options include Extended Payment Programs (EPP) Flexible Payment Program (FPP) and Dealer Terms. Each program has its specific terms and conditions and such terms and conditions are strictly enforced. Each program has to be executed by qualified pre-approved persons and companies. The options include Extended Payment Programs (EPP) Flexible Payment Program (FPP) and Dealer Terms. Each program has its specific terms and conditions and such terms and conditions are strictly enforced. Each program has to be executed by the purchaser. Auctioneer reserves the right to alter or deny credit and in such case these auction terms shall control.

For wiring instructions, call the Credit department at 877-HERITAGE (437-4824) or email: CreditDept@HA.com.
MEMORABILIA & HISTORICAL AUCTIONS

FOR WIRING INSTRUCTIONS, CALL THE CREDIT DEPARTMENT AT 877-HERITAGE (437-4824) OR EMAIL: CREDITDEPT@HA.COM.

FOR CALIFORNIA RESIDENTS:
SALE OF AUTOGRAPHED COLLECTIBLES: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY COLLECTIBLE DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN EXPRESS WARRANTY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.
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 sculptures created prior to 1870, unless these are specifically mentioned to be a counterfeit which has a value at the date of the claim for reselling which is materially less than the purchase price paid for the lot;

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 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 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 at auction. 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 bidding 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 opinion 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 or followers. Pursuer 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, Buyer’s 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 $1,000 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 any condition reports otherwise provided. Heritage condition statements whether appearing in the catalog, online, or at a person’s request are based on a visual inspection and 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. Please note that we do not de-frame lots estimated at $1,000 or less and may not be able to provide additional details for lots valued under $500. 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 email: CreditDept@HA.com.

For California Residents: SALE OF AUTOGRAPHED COLLECTIBLES: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY COLLECTIBLE DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN EXPRESS WARRANTY AT THE TIME OF SALE. THIS DEALER MAY BE SUED ON ACCOUNT OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.
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 of any certified material sold by the 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 Sunday Internet Sales THREE (3) DAY RETURN POLICY. All lots paid for within seven days of the Sunday 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 Services 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. The return policy for all other sports auctions including Signature Sales and Signature Internet Sessions remain as stated in the standard Terms and Condition of Auction which precedes the Special terms section.

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

SPORTS COLLECTIBLES TERM D: Sports cards 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), 15800 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 reclassified 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: Financing. Auctioneer offers various extended payment options to qualified pre-approved persons and companies. The options include Extended Payment Programs (EPP) Flexible Payment Program (FPP) and Dealer Terms. Each program has its specific terms and conditions and such terms and conditions are strictly enforced. Each program has to be executed by the purchaser. Auctioneer reserves the right to alter or deny credit and in such case these auction terms shall control.

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

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SALE OF AUTOGRAPHED COLLECTIBLES:
AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY COLLECTIBLE DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN EXPRESS WARRANTY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.
COMICS, COMIC ART, & ANIMATION 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, & ANIMATION 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, & ANIMATION ART TERM C: Bidders who have inspected the lots prior to the auction will not be granted any return privileges.

COMICS, COMIC ART, & ANIMATION ART TERM D: Comic books sold referencing a third-party grading service are sold “as is” without any express or implied warranty. No returns of COC-certified or CBCS-certified comics will vary according to general market conditions and the particular lot involved. Since we cannot examine encapsulated comics, 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. In any such instance, purchaser’s remedy, if any, shall be solely against the service certifying the collectible.

COMICS, COMIC ART, & ANIMATION ART TERM E: 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, & ANIMATION ART TERM F: 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, & ANIMATION ART 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.

COMICS, COMIC ART, & ANIMATION ART 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.

COMICS, COMIC ART, & ANIMATION ART TERM I: 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.

COMICS, COMIC ART, & ANIMATION 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.

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JEWELRY, WATCH & LUXURY ACCESSORY TERM A: JEWELRY. As most jewelry sold at auction has been worn, and may have been previously repaired, altered, or embelished, 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 embelished, 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 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 recission 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. alligatgor, 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.

JEWELRY, WATCH & LUXURY ACCESSORY TERM N: Descriptions of Handbags, Purses, and Wallets may denote that the hardware is “gold” or “silver”. Such terms refer to the metal color of the hardware, rather than that the hardware is made of a precious metal. Unless there is specific mention as to carat weight or precious metal weight of the hardware, all descriptions using the terms “gold” or “silver” are descriptive of color of the hardware, not a reference to the hardware being made or plated with a precious metal.

JEWELRY, WATCH & LUXURY ACCESSORY TERM O: California State law prohibits the importation of any product containing Python skin into the State of California, thus no lot containing Python skin will be shipped to or invoiced to a person or company in California.

JEWELRY, WATCH & LUXURY ACCESSORY TERM P: Jewelry items presented may contain melee-size synthetic (lab-grown) diamonds mixed in with natural stones in finished jewelry. At the present time, there is no cost effective, time efficient method for testing mounted, synthetic diamonds. Although Heritage Auctions performs standard screening procedures within the limitations of the mounting, detection of synthetic-diamonds may only be possible through advanced laboratory testing. As such, no right of return or price adjustment shall be made on the basis that the item contains or may contain melee-size diamonds.

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

WINE 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 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 TERM D: Notice: The wine industry estimates seven percent (7%) of all wine sealed with natural corks is 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 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 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 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.

WINE 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 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 TERM J: License: Heritage Collectibles, Inc. licensed in the State of California and holds Type 17 and 20 licenses No 5800295.

WINE TERM K: Financing. Auctioneer offers various extended payment options to qualified pre-approved persons and companies. The options include Extended Payment Programs (EPP), Flexible Payment Program (FPP) and Dealer Terms. Each program has its specific terms and conditions and such terms and conditions are strictly enforced. Each program has to be executed by the purchaser. Auctioneer reserves the right to alter or deny credit and in such case these auction terms shall control.

WINE TERM L: 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.

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Rev. 7-19-2018
DOMNAIN 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.

DOMNAIN 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.

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DOMNAIN 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.

DOMNAIN 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.

DOMNAIN 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.

DOMNAIN NAMES & INTELLECTUAL PROPERTY TERM G: 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.

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