Caveat as to Bid Increments. Bid increments (over the current bid level) determine the lowest amount by which a bid may be increased. The current bid levels are:

<table>
<thead>
<tr>
<th>Current Bid Level</th>
<th>Increment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $25,000</td>
<td>$2</td>
</tr>
<tr>
<td>$25,000 - $1,000,000</td>
<td>$500</td>
</tr>
<tr>
<td>$1,000,000 - $10,000,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$10,000,000 - $100,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>$100,000,000 - $1,000,000,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>$1,000,000,000 - $10,000,000,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

For lots in all other categories not listed above, the Buyer’s Premium per lot is twenty-five percent (25%) on any amount between $25,000 and $50,000, plus twelve percent (12%) of any amount over $2,500,000.

For lots in the WINE category, the Buyer’s Premium per lot is twenty-three percent (23%) on any amount over $50,000.

For lots in the Comic category, the Buyer’s Premium per lot is nineteen and one-half percent (19.5%) on any amount over $2,000.

For lots in the Sports category, the Buyer’s Premium per lot is twelve percent (12%) of any amount over $2,500,000.

For lots in the Entertainment category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

For lots in the Fine Art category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

For lots in the Decorative Art category, the Buyer’s Premium per lot is fifteen percent (15%) on any amount over $2,500,000.

For lots in the Jewelry category, the Buyer’s Premium per lot is fifteen percent (15%) on any amount over $2,500,000.

For lots in the Antiques category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

For lots in the Collectible category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

For lots in the Motorcycles category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

For lots in the Firearms category, the Buyer’s Premium per lot is ten percent (10%) on any amount over $2,500,000.

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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.

Delivery, Shipping, and Handling Charges:
32. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer's website for the latest charges. Buyer agrees to be the recipient of any services purchased 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 paid in full. Buyer agrees to be the shipper. The buyer can get a quote for shipping charges related to handling charged to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer.

33. Successful Professional 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. Auctioneer shall take all responsibility for the selection of the carrier, particularly if the lot is international. Buyer agrees to be the shipper. If no carrier is designated for third-party shipment must designate the common carrier, accept risk of loss, and prepare shipping costs.

34. All shipping charges will be borne by the successful Bidder. On all shipments in which Heritage charges the buyer for shipping, handling, registration, and renewal fees, it is the buyer's responsibility to verify the shipper, including their phone number, before any goods are delivered to the shipper. It is the buyer's responsibility to verify the shipper, including their phone number, before any goods are delivered to the shipper.

35. Any request for shipping verification for undelivered packages must be made within 30 days of shipment to the Auctioneer. The Auctioneer is not responsible if the address provided by the Buyer is incorrect or incomplete, and the Buyer agrees to pay any additional shipping charges if the package is returned due to the incorrect address provided. In case of non-delivery, the buyer must provide the necessary documentation required by the carrier to proceed with a claim. The buyer is responsible for errors in bidding arising from inaccuracies in translation.

36. Any statement made by the Auctioneer is an opinion and does not constitute a warranty. The 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 the Auctioneer, and may be used for any purpose. The Auctioneer will provide a Secure Location to which the items will be delivered. NOTICE: Auctioneer is neither an insurance company nor a common carrier of any type.

37. If an item is shipped, the Auctioneer is not responsible for any loss caused by or resulting from: a. Seizure or destruction under quarantine or Customs regulation, or confiscation by order of any regulatory agency; b. Transit services are subject to the following terms and conditions:

a. Service and handling fees for transit services will be calculated based on the lot's designated value. Domestic Buyers on lots designated for third-party customs declarations, to the Auctioneer for any lots to be delivered outside of the United States. NOTE: Buildings shall use the correct harmonized code for the lot. Buyer agrees to be the shipper. If no carrier is designated for third-party shipment must designate the common carrier, accept risk of loss, and prepare shipping costs.

38. 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, nor to a person or company in the State of California, thus no lot containing Python skin will be shipped to or invoiced to a person or company in California.

39. Auctioneer shall not be liable for any loss caused by or resulting from:

a. Actions of any person on the part of the Auctioneer or any of its employees, agents, contractors, or representatives.

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

Cataloging, Warranties and Disclaimers:
40. If an item is sold for more than a hammer price, the buyer shall pay theAdditional hammer price (if any) and all service fees. The buyer shall be bound by the description of the lot in the catalog, in any case. In the event of a tie, the buyer's price will be the hammer price or the highest bid, as applicable. If the buyer's price is less than the hammer price, the lot will not be sold. However, if the buyer's price is greater than or equal to the hammer price, the lot will be sold for the hammer price plus any applicable service fees. In the event of a tie, the buyer with the highest bid will be the winner. If the buyer's price is less than the hammer price, the lot will not be sold. However, if the buyer's price is greater than or equal to the hammer price, the lot will be sold for the hammer price plus any applicable service fees.

41. The Auctioneer disclaims all liability for damages, consequential or otherwise, arising out of or in connection with the content of this document. The buyer agrees to hold the Auctioneer harmless from any and all claims, actions, suits, or proceedings arising out of or in connection with the content of this document. The buyer agrees to hold the Auctioneer harmless from any and all claims, actions, suits, or proceedings arising out of or in connection with the content of this document.

42. Dispute Resolution and Arbitration Provision:
43. 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. Bidder disputes shall be resolved through court litigation which has an exclusive jurisdiction in Texas, venue clause and jury waiver. Non-consumer disputes shall be determined in binding arbitration which arbitration rules shall be determined by the Auctioneer. Auctioneer reserves the right to determine whether to arbitrate disputes or to resolve them in court. In an arbitration, the Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot. A consumer is defined as a person who is not a seller or consignor. In the event of a dispute, Bidder agrees to arbitrate any claims, disputes, or controversies in connection with, relating to 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 (in which you claim consent to be 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 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 personum jurisdiction; further CONSUMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. A consumer may elect arbitration as specified above. Any claim involving the sale or offering for sale of any lot, automatically includes the auction through which the lot is sold shall 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 action. Nothing herein is intended to impair your rights to an independent review through conditions and extensions for return. This Agreement and any Claim shall be determined and construed under Texas law. The prevailing party in a case is awarded substantial and material relief on its claim based on damages sought vs. actual damages awarded. A Claim based on damages sought awarded) may be awarded its reasonable attorneys’ fees and costs.

44. No claims of any kind can be considered after the settlements have been made with the consignors. Any damages that results in a settlement which is not paid in full at the time of settlement is strictly between the Bidder and consignor without involvement or responsibility of the Auctioneer.

45. In consideration of their participation in or application for the Auction, a person or entity (whether the Bidder or Consignor) agrees to the following terms:

a. Agreement, between Bidders and consignors to effectuate a non-sale of an item at Auction, inhibit any arbitration or mediation rights existing under the rules of any professional society or affiliation governing the Buyer and the Seller. However, if the buyer's price is greater than or equal to the hammer price, the lot will be sold for the hammer price plus any applicable service fees.

b. Seller bears the risk of loss or damage to the items from the time the item is delivered to the auctioneer to the time the item is sold at auction. The buyer agrees to be the shipper. If no carrier is designated for third-party shipment must designate the common carrier, accept risk of loss, and prepare shipping costs.

46. In an arbitration, the Auctioneer’s maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot. In the event of an attribution error, Auctioneer may at its sole discretion, correct the error on the item's page, or, if discovered at a later date, to refund the buyer's purchase price without further obligation.

47. Exclusive Dispute Resolution Process: All claims, disputes, or controversies in connection with, relating to 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 (in which you claim consent to be 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 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 personum jurisdiction; further CONSUMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. A consumer may elect arbitration as specified above. Any claim involving the sale or offering for sale of any lot, automatically includes the auction through which the lot is sold shall 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 action. Nothing herein is intended to impair your rights to an independent review through conditions and extensions for return. This Agreement and any Claim shall be determined and construed under Texas law. The prevailing party in a case is awarded substantial and material relief on its claim based on damages sought vs. actual damages awarded. A Claim based on damages sought awarded) may be awarded its reasonable attorneys’ fees and costs.

48. No claims of any kind can be considered after the settlements have been made with the consignors. Any damages that results in a settlement which is not paid in full at the time of settlement is strictly between the Bidder and consignor without involvement or responsibility of the Auctioneer.

49. In consideration of their participation in or application for the Auction, a person or entity (whether the Bidder or Consignor) agrees to the following terms:

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b. Seller bears the risk of loss or damage to the items from the time the item is delivered to the auctioneer to the time the item is sold at auction. The buyer agrees to be the shipper. If no carrier is designated for third-party shipment must designate the common carrier, accept risk of loss, and prepare shipping costs.

50. In an arbitration, the Auctioneer’s maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot. In the event of an attribution error, Auctioneer may at its sole discretion, correct the error on the item's page, or, if discovered at a later date, to refund the buyer's purchase price without further obligation.
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 Brackenmyre (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 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: Paper Money Guarantee, 7901 East Belleview Ave., Suite 50, 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 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 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.

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

Rev. 1-25-2018
MEMORABILIA & HISTORICAL TERM A: Signature ® and Grand Format Auctions of Autographs, Sport 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 a 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 good as to its attribution to the person or entity described on 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.

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 opinion of a qualified third party expert and there is no assurance after such presentation 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 opinie 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.
Notice as to an Auction in New York City

This Auction is conducted in accord with the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This a Public Auction sale conducted by Auctioneer. The New York City Auctioneers conduct the sale of behalf of 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 regarding 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, including 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 reasonably unexpensive or impractical to use at the time of publication of the catalog.

The term counterfeit is defined as a modern false 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, provenance, authenticity, date, age, condition and provenance 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 Workship of Thomas Moran In our opinion, the work is of the period and closely relates to his style.

4. MANNER OF THOMAS MORAN In our opinion, the work is in the style of the artist and is of a later period.

5. AFTER THOMAS MORAN In our opinion, this work is a copy of the artist.

6. 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.

7. SIGNED (OR DATED) The work has a signature (or date) which in our opinion is genuine.

8. BEARS SIGNATURE (OR DATE) The work has a signature (or date) which in our opinion is genuine. 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 a work for a fee. Such request must be 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. Any 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 that the lot seller 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 have the success of the lot, that 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 accordance with the procedures provided herein and subject to the limitations and exceptions 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 as the final judgment. Even if a lot lacks title, provenance, or other matter under the remedies provided in these Terms and Conditions or otherwise, our liability for reimbursement for bidder’s third party opinions 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 verify such information at his own risk and expense.

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 their items. Buyers assume all risk.

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”. Further to paragraph 36A in the Terms and Conditions of Auction, please note that items containing every may not be shipped directly to or in some cases, domestically. By placing a bid the bidder acknowledges that he is aware of the restrictions and takes responsibility in obtaining and paying for any license or permits relevant to the delivery of the product. Heritage Auctions does not accept liability for errors or for failure to mark lots containing protected or regulated species.

Heritage Auctions strongly encourages in-person inspection of lots by the Bidder. While Heritage is not responsible for the content of the condition report, Bidder 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. Regards concerning representation or authentication in the catalogue, online, or at a person’s request are based on 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 e-mail: CreditDept@HA.com

Rev 8-14-2014
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 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 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 ($30 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 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 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. 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 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 accompanies 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: 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 e-mail: CreditDept@HA.com
COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY

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 three days after the 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 their 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 TERMINOLOGY 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 TERMINOLOGY C: Bidders who have inspected the lots prior to the auction will not be granted any return privileges.

COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY 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: Certified Guaranty Company, LLC (CGC), P.O. Box 4738, Sarasota, FL 34230; Comic Book Certification Service (CBCS), P.O. Box 33048, Saint Petersburg, FL 33733-8048.

COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY E: Bidders who intend to challenge authenticity or provenance of a lot must notify Auctioneer in writing within thirty (30) days of the auction. 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, & ANIMATION ART TERMINOLOGY 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, & ANIMATION ART TERMINOLOGY 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, & ANIMATION ART TERMINOLOGY 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.

COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY 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, & ANIMATION ART TERMINOLOGY 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.

COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY K: Financing. Auctioneer offers various extended payment options to qualified pre-approved persons and companies. The options include Extended Payment Programs (EPP) and Dealer Terms. Each program has its specific terms and conditions, and each must be pre-approved by the Auctioneer. A dealer 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 his 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 three days after the 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 their 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.
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 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, 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 opinions 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 as is 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 opinions 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 vouching 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 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 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 opinions 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 are 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 tortoiseshell 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 mele-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 mele-size diamonds.

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Rev.11-29-2017
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 seven percent (7%) of all wine bottle closure. exposure to temperature variations, shipping delays or defect in or failure of any cork or other shipment. Auctioneer will take precautions to package the wine according to industry standards and minimize the possibility of damage. Auctioneer does not cover any loss or damage due to temperature variations, shipping delays or defect in or failure of any cork or other bottle closure.

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. Under no circumstances can an adjustment of price or credit be made after delivery.

WINE AUCTION 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.

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Rev 9-3-2015
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: 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

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**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 grading service are sold “As Is” Without Warranty. Bidder shall not 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 its title, or other transfer or condition issue is claimed, Auctioneer’s liability shall be limited to rescision 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 TERMS & CONDITIONS END**
Notice as to an Auction in New York City

This Auction is conducted in accord with the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This a Public Auction Sale conducted by Auctioneer. The New York City Auctioneers conducting the sale of behalf of Heritage Auctions No. 41513036 (“Auctioneer”) are licensed Auctioneers including Dawes, Nicholas 1304724, Guzman, Kathleen 762165, Luray, Elyse 2015375, or as listed at HA.com/Licenses and as posted at the venue site.

All lots are subject to: the consignor’s right to bid thereon and consignor’s option to receive advances on their consignments. Auction may offer, in its sole discretion, advances on consignments and extended financing to registered bidders, in accord with Auctioneer’s internal credit standards. Auctioneer will disclose to bidders, upon request, a list of lots subject to an advance, reserve, guarantee, or Auctioneer’s financial interests of any kind. All Terms and Conditions of Sale are available at HA.com and in the printed catalog, including term #21 which states: Consignor, auctioneer’s affiliates and, its employees may bid on their lots or other lots for their own account in accordance with the laws of New York and they may have information as to the lots not available to the public. 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 6-8-2016

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.

SYMBOL KEY

Irrevocable Bids
A party has provided Heritage with an irrevocable bid on this lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, will be compensated based on the final hammer price in the event he or she is not the successful bidder. If the irrevocable bidder is the successful bidder, he or she will be required to pay the full Buyer's Premium and will not be otherwise compensated.

Guarantee
The seller has been guaranteed a minimum price by a third party. Any third parties providing a guarantee benefit financially if a guaranteed lot is sold successfully.

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