Terms and Conditions of Auction

中文譯本可於以下網址參閱: http://www.HA.com/Chinese-TC

Auctioneer and Auction:
Bids are solicited by Heritage Auctions, a d/b/a of Heritage Auctioneers & Galleries, Inc., Heritage Auctions, Inc., Heritage Galleries, Inc., Heritage Luxury Property Auctions, Inc., Heritage Numismatic Auctions, Inc., Heritage Vintage Sports Auctions, Inc., Currency Auctions of America, Inc., Heritage Auctions (HK) Limited, and Heritage Auctions – Europe Co-Operated U.A.S. as identified with the applicable licensing information on the title page of the catalog or on the HA.com Internet site (the "Auctioneer"). The Auction is conducted under these Terms and Conditions of Auction and applicable state and local law. Announcements and consignors made through any other website or media are considered void.

Buyer’s Premium:
All bids must be subject to a Buyer’s Premium which is in addition to the successful bid amount. A Buyer’s Premium of fifteen percent (15%) will be charged on all lots sold. The Buyer’s Premium shall be charged on the total hammer price of each lot, plus any amount over $3,000,000 which is subject to a fifteen percent (15%) Buyer’s Premium.

Bidding Options:

6. Bids “are” generally posted online several days prior to the Auction closing. Any successful bid placed by a registered client who is a registered client of HA.com, its affiliates or an auction client of one of the HA.com auction houses, and who is not a client in good standing, is subject to a commission of twenty-five percent (25%) of the amount of each bid prior to the auction of the same. Any Bidder who has not previously established credit or who wishes to bid in excess of their established credit limit may be required to provide a credit card or security deposit to participate in the auction. Credit card applications are subject to acceptance by the Auctioneer. Credit will be granted at the discretion of the Auctioneer. In no case will the Auctioneer be responsible for losses or damages sustained by any Bidder as a result of any credit card application or credit check. The Auctioneer reserves the right to refuse any Bidder from placing bids in the Auction. For further information, please contact Client Services at 877-HERITAGE (437-4824).

22. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid received or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer may at his sole discretion resell the lot. The Auctioneer’s decision and declaration of the winning Bidder to whom any lot is sold is binding and final, and all Bidders agree to be bound thereby, notwithstanding any dispute, claim, or other means of bidding, may on occasion be missed or go unrecognized, in such cases, the Auctioneer may declare the recognized bid as accepted as the winning bid, regardless of whether a competing bid may have been higher. Any person appearing as Buyer at an Auction is responsible for all of the Buyer’s Premium and all other liabilities of the Buyer.

18. All Bidders must meet the Auctioneer’s qualifications to bid. Any Bidder who is not a client in good standing of the Auctioneer may be disqualified at Auctioneer’s sole option and will not be awarded any lots. Such determination may be made by Auctioneer in its sole discretion, at any time prior to, during, or even after the close of the Auction. Auctioneer reserves the right to exclude any person from the auction.

11. Bid Increment
Bids must be in whole dollar amounts and be accepted or rejected solely at the discretion of the Auctioneer. In any event, bids placed through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).

20. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be sold at the minimum amount bid. Clients who place bids through the Internet or in person once Auction begins. Bids placed electronically via the internet may not be withdrawn or modified without the right and discretion of the Auctioneer. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid received or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer may at his sole discretion resell the lot. The Auctioneer’s decision and declaration of the winning Bidder to whom any lot is sold is binding and final, and all Bidders agree to be bound thereby, notwithstanding any dispute, claim, or other means of bidding, may on occasion be missed or go unrecognized, in such cases, the Auctioneer may declare the recognized bid as accepted as the winning bid, regardless of whether a competing bid may have been higher. Any person appearing as Buyer at an Auction is responsible for all of the Buyer’s Premium and all other liabilities of the Buyer.

At Auction: Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very small bids prior to the close of the Auction. Such lots may be offered for sale at auction. Such lots shall be sold at the minimum amount bid. Clients who place bids through the Internet or in person once Auction begins. Bids placed electronically via the internet may not be withdrawn or modified without the right and discretion of the Auctioneer. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid received or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer may at his sole discretion resell the lot. The Auctioneer’s decision and declaration of the winning Bidder to whom any lot is sold is binding and final, and all Bidders agree to be bound thereby, notwithstanding any dispute, claim, or other means of bidding, may on occasion be missed or go unrecognized, in such cases, the Auctioneer may declare the recognized bid as accepted as the winning bid, regardless of whether a competing bid may have been higher. Any person appearing as Buyer at an Auction is responsible for all of the Buyer’s Premium and all other liabilities of the Buyer.

21. Credit: The Auctioneer reserve the right to refuse to honor any bid or to limit the amount of any bid, in its sole discretion. A Bid by a person made in “Good Faith” shall be considered to be a Bid in “Good Faith” if made by a person under the age of eighteen, or is not supported by satisfactory credit, references, or otherwise. Regardless of the disclosure of his identity, any Bid by a consignor or his agent on a lot consigned by him is deemed to be made by the consignor and to constitute a Bid in “Good Faith.” Any person appearing as Buyer at an Auction is responsible for all of the Buyer’s Premium and all other liabilities of the Buyer.

19. The Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of a warranty, disputed ownership, auctioneer’s clerical error or omission in execrating mail bids or reserves, and for any other reason and in its sole discretion.

14. The terms qualified Bidder recognized by the Auctioneer is subject to the terms and conditions set forth in this document, and any dispute regarding the determination of the qualified Bidder shall be determined by the Auctioneer. If the highest qualified Bidder receives the lot in excess of their established credit history may be required to provide their social security number or a credit check. A Bidder may be required to place their bids through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).

17. Lots that are subject to a Buyer’s Premium shall be available at Auction at the discretion of the Auctioneer (generally 40%-60% of the low estimate). In the event that no bid meets or exceeds that opening amount, the lot shall pass as unsold or the Auctioneer may place a reserve bid on behalf of the consignor.

15. All items are to be purchased per lot as numerically indicated and no lots will be broken.

23. The Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of a warranty, disputed ownership, auctioneer’s clerical error or omission in executing mail bids or reserves, and for any other reason and in its sole discretion.

16. Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very small bids.

13. Notice of the consignor’s liberty to place bids on his lots in the Auction is hereby made in accordance with Article 32 of the Uniform Commercial Code and the Business and Commercial Code. A “Minimum Bid” is an amount below which the lot will not sell. THE CONSIGNOR OF PROPERTY MAY PLACE WRITTEN “Minimum Bid” ON HIS LOTS IN ADVANCE OF THE AUCTION, ON SUCH LOTS, IF THE HAMMER PRICE DOES NOT MEET THE “Minimum Bid”, THE CONSIGNOR MAY PAY A REDUCED COMMISSION ON THOSE LOTS. “Minimum Bids” are generally posted online several days prior to the Auction closing. Any successful bid placed by a consignor on his property on the Auction floor, by any means during the live session, or after the “Minimum Bid” for an Auction have been posted, will require the consignor to pay full Buyer’s Premium and Seller’s Commissions on each lot. Auctioneer or its affiliates expressly reserve the right to modify any such bids at any time prior to the hammer based upon data made known to the Auctioneer or its affiliates.

12. If the highest qualified Bidder recognized by the Auctioneer is subject to the terms and conditions set forth in this document, and any dispute regarding the determination of the qualified Bidder shall be determined by the Auctioneer. If the highest qualified Bidder receives the lot in excess of their established credit history may be required to provide their social security number or a credit check. A Bidder may be required to place their bids through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).

11. Bid Increment
Bids must be in whole dollar amounts and be accepted or rejected solely at the discretion of the Auctioneer. In any event, bids placed through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).

10. Bidding Options:
35. C. Auctioneer shall not be liable for any loss caused by or resulting from:

35. B. California State law prohibits the importation of any product containing Python skin into the State of California. No merchandise containing Python skin will be shipped to or invoiced to a person or company in California. Domestic bans and restrictions exist in these states: 1) 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. 2) Florida law restricts the importation of any product containing Python skin into the State of Florida. 3) Hawaii law prohibits the importation of any product containing Python skin into the State of Hawaii. 4) New Mexico law prohibits the importation of any product containing Python skin into the State of New Mexico. 5) Oregon law prohibits the importation of any product containing Python skin into the State of Oregon. 6) Washington law prohibits the importation of any product containing Python skin into the State of Washington. Any recovery for loss of or damage to any merchandise is limited to the lesser of actual cash value of the merchandise or the Insured Value. Under no circumstances is Auctioneer liable for consequential or incidental damages.

36. It shall be the responsibility of the Buyer for Buyer to arrange pick-up or shipping in a timely manner (within 10 days). Merchandise will be subject to storage and moving charges, including a $100 administration fee plus $10.00 daily storage charge, 3rd party shipping costs and fees, and any due storage or moving fees, including a 20% Seller’s Commission. In the event the merchandise is not removed within ninety days, the merchandise may be offered for sale to recover any past due storage or moving fees, including a 20% Seller’s Commission.

37. A. NOTICE TO BUYER. The purchase of items from protected species. Any property made up of or incorporating endangered or protected species or wildlife may have import and/or export restrictions established by the Convention of International Trade in Endangered Species of Wild Fauna and Flora and other international laws and domestic laws and regulations. All plants and animal products involved (but are not limited to) items made of (or including) Brazilian rosewood, ivory, whalebone, turtle shell, coral, crocodile, alligator, lizard, or other wildlife. These items may not be available to ship internationally or, in some cases, domestically. Domestic bans and restrictions exist in these states: 1) 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. 2) 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.
COINS & 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 methods 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 & 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 Auctions, 2801 W. Airport Freeway, Dallas TX 75261. 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 & 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 & 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 34278, http://www.ngccoin.com/services/writings guarantee.asp; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgs.com/guarantee.html; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Bellevue Ave., Suite 50, Englewood, CO 80111.

COINS & 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: Paper Money Guaranty (PMG), PO Box 6711, Sarasota, FL 34230; PCGS Currency, PO Box 10470, Poinciana, FL 34702; PMG Gold Shield, PO Box 9458, Newport Beach, CA 92658. Third-party graded notes are not returnable for any reason whatsoever.

COINS & CURRENCY TERM F: Notes graded by PCGS Currency between February 4, 2009 and January 30, 2019 were graded and authenticated by K3B, Inc. under license from Collectors Universe, Inc. K3B, Inc., now operating as Legacy Currency Grading, has expressed in writing that notes graded under the license during this time period will still be certified by the full written guaranty of PCGS Currency. Warranties may be available from Collectors Universe, Inc. for all PCGS Currency notes graded prior to February 4, 2009.

COINS & CURRENCY TERM G: 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 & CURRENCY 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.

COINS & CURRENCY TERM I: Although consensus grading is employed by most grading services, it should be noted as alreisaid 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 & CURRENCY TERM J: 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 & CURRENCY TERM K: 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 uncertified 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 & CURRENCY TERM L: 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 & CURRENCY TERM M: NOTE: Purchasers of rare coins or currency through Heritage have 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 & CURRENCY TERM N: 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 & CURRENCY TERM O: 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.

Rev. 6-1-2020
MEMORABILIA & HISTORICAL TERM A: Signature® Auctions of Autographs, Sports Collectibles, Music, Entertainment, Political, Americana, Vintage Movie Posters and Pop Culture memorabilia are not on approval. When the lot is accompanied by a Certificate of Authenticity (or its equivalent) from 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 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.

MEMORABILIA & HISTORICAL TERM C: As authenticity and provenance are not warranted, if a Bidder intends to challenge, authenticity or provenance of a lot 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 opinion by Bidder’s expert shall not exceed $500. Acceptance of a claim under this provision shall be limited to rescission of the sale and refund of purchase price; in no case shall Auctioneer’s maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

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

MEMORABILIA & HISTORICAL TERM E: Due to the unique nature of boxes of sports, non-sports trading card, and collectible card game materials, any such lot that is sold without third-party grading or authentication is sold as is, without any warranty expressed or implied. Any Bidder or Purchaser who intends to challenge authenticity or provenance of a box lot must notify Auctioneer in writing within thirty (30) days of the Auction’s conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a box lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the authenticity, provenance, or other transfer or condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer’s maximum liability exceed the commissions and fees Auctioneer earned on that lot.

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

MEMORABILIA & HISTORICAL TERM G: 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 the firearm.

MEMORABILIA & HISTORICAL TERM H: Firearms. All firearms, antique, modern, or collectible, are sold “AS IS.” Auctioneer has not inspected the lot for damage or defect or patent or latent that may affect the firing or attempted firing of the lot. Purchaser assumes the obligation to inspect the lot before an attempted firing. Auctioneer suggests that each lot be thoroughly inspected by a professional gunsmith. Heritage specifically disclaims any warranty of fitness for a particular purpose or any warranty express or implied or otherwise stated. Auctioneer disclaims any liability pertaining to the lot. Purchaser assumes all RISK OF LOSS in the handling of the firearm.

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

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

MEMORABILIA & HISTORICAL 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.

MEMORABILIA & HISTORICAL TERM L: Arms and Armament – Firearms. Various lots are presented and sold subject to written opinions of recognized experts in the field. The opinions are based upon the expert’s research and inspection of the lot prior to auction and is believed to be accurate. However, opinions may differ and historical information may be subsequently developed that could influence the written opinion of the expert or may alter a lot’s provenance or authenticity. Lots accompanied by or referencing an expert’s opinion are sold subject to that opinion and may not be returned for any reason except as permitted in Memorabilia & Historical Term C above which term shall be strictly enforced.

For wiring instructions, call the Credit department at 877-HERITAGE (437-4824) or email: CreditDept@HIA.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 & DECORATIVE ARTS TERM A: LIMITED WARRANTY: Auctioneer warrants authorship, period or culture of each lot sold in this catalog as set out in the **bold** face type heading in the catalog description of the lot, with the following exclusions. This warranty does not apply to:

i. authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or

ii. any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or

iii. authorship which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or

iv. the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalog, or which were unreasonably expensive or impractical to use at the time of publication of the catalog.

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

FINE & 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 by a pupil or a follower of the artist.

4. **SCHOOL OF THOMAS MORAN**
   In our opinion, the work is in the style of the period and closely relates to his style.

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 & 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 & 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 pending 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 & 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 the 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 & 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 Auctioneers 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, workshop or followers. Purchaser by placing a bid expressly waives any claim or damage based solely 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 & 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 & DECORATIVE ARTS TERM H: On the fall of Auctioneer’s hammer, Buyers of Fine Arts and Decorative Arts lots 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.

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

Heritage Auctions strongly encourages in-person inspection of lots by the Bidder. While Heritage is not obligated to provide a condition report of each lot, Bidders may feel free to contact the department for a Condition Report, and Heritage will attempt to furnish one, but shall not be liable for failing to do so. Condition is often detailed online, but is not included in our catalogues. The Bidder should review online descriptions, as the descriptions supersede catalog descriptions and 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 SUEDLY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY 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 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 Auctionon 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 Auctions, 2801 W. Airport Freeway, Dallas TX 75261. 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 6% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or bill direct. 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/DNA), 7000 Barranca Pkwy., Irvine, CA 92618; Sportscard Guaranty LLC (SCG), 951 Yamato Rd., Suite 110, Boca Raton, FL 33431; Beckett Grading Service (BGS), 4635 McEwen Rd., Dallas, TX 75244, Baseball Card Exchange, 2412 US Highway 41, Schererville, IN 46375.

SPORTS COLLECTIBLES TERM E: On any lot presented with a Letter of Authenticity ("LOA") issued by Auctioneer or its Heritage affiliates, that warranty inures 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, 7000 Barranca Pkwy., Irvine, CA 92618; JT Sports, 3 South Granville Ave., Suite 103, Margate, NJ 08402; MEARS, 1234 East Manitoba Ave., South Milwaukee, WI 53172; JO Sports, P.O. Box 607, Brookhaven, NY 11719; GameWornAuctions.net, 461 Cresta Ct., West Palm Beach, FL 33413; Resolution Photomatching, 12740 89th Pl. NE, Kirkland, WA 98034; Sports Investors Authentication LLC, 5250 Gem Lake Ct., Colorado Springs, CO 80924; 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: Due to the unique nature of boxes of sports, non-sports trading card, and collectible game materials, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. Any Bidder or Purchaser who intends to challenge authenticity or provenance of a box lot must notify Auctioneer in writing within thirty (30) days of the Auction’s conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a box lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the authenticity, provenance, or other transfer or condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer’s maximum liability exceed the commissions and fees Auctioneer earned on that lot.

SPORTS COLLECTIBLES TERM H: 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 I: 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 reconstituted to any future auction.

SPORTS COLLECTIBLES TERM J: 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 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.

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.
COMICS, COMIC & ANIMATION ART, VIDEO GAMES, TRADING CARD GAMES, & VHS TAPES

TERM A: Signature® Auctions are not on approval. All material is guaranteed genuine, but are not guaranteed as to grade. No certified material may be returned because of possible differences of opinion 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 to have the material reinspected by the 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 thirty (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.

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 except in the case of items excluded from return by other terms below. Purchaser may return lots under the following conditions: Within three days of receipt of the lot, Purchaser 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 Auctions, 2801 W. Airport Freeway, Dallas, TX 75261. Lots must be housed intact in their original holder and condition. Purchaser must pay all shipping for 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.

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

TERM D: Material sold referencing a third-party grading service are sold “as is” without our grading opinion and without any express or implied warranty. No returns of CGC-certified, CBCS-certified, Beckett-certified, PSA-certified, Wata-certified, YCG-certified, IGI-certified, or VIHSNA-certified material will be accepted for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated material. Certain warranties may be available from the grading services and Purchaser’s sole remedy shall be against the service grading the material. Purchaser is referred to relevant grading service for further details. Certified Guaranty Company, LLC (CGC), P.O. Box 4738, Sarasota, FL 34230; Comic Book Certification Service (CBCS), 4635 McEwen Road, Dallas, TX 75242; Beckett Grading Services, 4635 McEwen Road, Farmers Branch, TX 75242; Professional Sports Authenticator, P.O. Box 6180, Newport Beach, CA 92658; Wata, Inc., 3101 East 52nd Avenue, Suite C, Denver, CO 80216; Video Game Authenticity (VGA), 6920 Peachtree Ind Blvd, Suite 112, Norcross, GA 30071; Investment Grading Services (IGS), 4221 Whitley Blvd, #322, Los Angeles, 90010; VIHSNA, 111 S Travis St, Sherman, TX 75090. Even when the best shipping methods are used, CGC, CBCS, and Wata holders occasionally incur shipping and cracking during shipment; therefore, Heritage cannot guarantee the condition of these holders. If they are damaged in transit, Heritage will have them reholdered on the new owner’s behalf, or reimburse reasonable anticipated reholder fees, but will not accept returns due to holder damage that does not affect the grade or condition of the item itself.

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

TERM F: Due to the unique nature of pulp-format magazine publications, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. As pulp-format magazine publications vary considerably in their printing and construction, Heritage has supplied grading and condition information for pulp-format magazine publications offered for sale as a courtesy to Bidders and has made every effort to identify post-factory trimming of both covers and contents. Any Bidder or Purchaser who intends to challenge the condition of a lot featuring pulp-format magazine publications must notify Auctioneer in writing within thirty (30) days of the Auction’s conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event a valid condition issue is presented within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer’s maximum liability exceed the commissions and fees Auctioneer earned on that lot.

TERM G: Due to the unique nature of pulp-format magazine publications, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. As pulp-format magazine publications vary considerably in their printing and construction, Heritage has supplied grading and condition information for pulp-format magazine publications offered for sale as a courtesy to Bidders and has made every effort to identify post-factory trimming of both covers and contents. Any Bidder or Purchaser who intends to challenge the condition of a lot featuring pulp-format magazine publications must notify Auctioneer in writing within thirty (30) days of the Auction’s conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event a valid condition issue is presented within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer’s maximum liability exceed the commissions and fees Auctioneer earned on that lot.

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.

TERM I: Although consensus grading is employed by most grading services, it should be noted 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.

TERM J: Certification does not guarantee protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified material 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.

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.

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

Rev. 6-6-2022
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 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 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 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 in waterproof and water-resistant cases have been opened to identify type and condition. Auctioneer cannot guarantee that the watches are waterproof or water-resistant at the time of purchase. Buyers are advised to have the watches checked by a competent watchmaker with respect to such attributes.

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

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

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

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

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.

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

Rev. 11-29-2017
WINE AUCTIONS

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) 492-9635 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 5000295.

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.

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

Rev. 7-19-2018
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 email: CreditDept@HA.com.

Rev. 9-3-2015
CHARITY TERM A: NO RETURNS: Bidders and prospective bidders acknowledge and agree that any bid placed on a lot sold to benefit a charitable organization is binding and that NO LOTS MAY BE RETURNED FOR ANY REASON.

CHARITY TERM B: NO WARRANTY: All lots sold to benefit charitable organizations are sold AS IS and without warranty as to its condition, grade, completeness, provenance, genuineness, or authenticity.

CHARITY TERM C: DIRECT CHARITY PAYMENT: Due to the unique nature of auctions of lots sold to benefit charitable organizations, Auctioneer will coordinate Purchaser’s payment for lots sold to benefit a charitable organization directly to the charitable organization benefiting from the sale. Auctioneer will provide an invoice to Purchaser for the Hammer Price of the lot plus any applicable fees, along with instructions for remittance of payment to the charitable organization. Payment for lots sold to benefit a charitable organization is due within 7 days after auction close. Upon Auctioneer’s notification of receipt and clearance of good funds by the charitable organization, Auctioneer will release lot to Purchaser, as directed by the Purchaser.

CHARITY TERM D: TAX REPRESENTATIONS: Auctioneer makes no representations relating to the tax treatment of lots sold to benefit a charitable organization, including but not limited to whether any portion of the Hammer Price of the lot plus any applicable fees is tax deductible. Auctioneer further makes no representations as to the fair market value of lots sold to benefit a charitable organization.

Rev. 6-7-2022
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.