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

Buyer’s Premium:

1. All bids are subject to a Buyer’s Premium which is in addition to the placed successful bid:
   - Fifteen percent (15%) on Domain Names & Intellectual Property Auction lots;
   - Ninety-nine and one-half percent (99.5%) on Comic and Movie Poster Auction lots;
   - Twenty percent (20%) on Classic Toy Auctions and World Coin Auction lots;
   - Twenty-two percent (22%) on Wine Auction lots;
   - Nineteen and one-half percent (19.5%) on Comic and Movie Poster Auction lots;
   - Twenty percent (20%) of any amount over $250,000, plus $2,500.00 per lot above $2,500,000 for Buyer’s Premium per lot; or $19, except for Sports Collectibles lots where the Buyer’s Premium is $14 per lot.

Auction Venues:

3. Following are the auctions conducted solely on the Internet: Heritage Weekly Internet Auctions (Coin, Currency, Comics, Rare Books, Jewelry & Watches, Guitars & Musical Instruments, and Vintage Posters); Chinese translation available at: http://www.HA.com/Chinese-TC

Bidders:

4. Any person participating or registering for the Auction agrees to be bound by and accepts these Terms and Conditions of Auction (“Bidder”s).

5. Bidders must supply information to the Auctioneer’s satisfaction to be pre-registered. Any Bidder who is not a member of HA.com or affiliates should preregister at least 48 hours before the start of the first session (exclusive of holidays or weekends) to allow adequate time to contact references. Credit will be granted at the discretion of the Auctioneer. Additionally, Bidders who have not previously established credit or who wish to bid in excess of their established credit history may be required to provide their social security number or the last four digits thereof so a credit check may be performed prior to the Auctioneer’s acceptance of a bid. Credit checking services may also be determined by pre-approval of credit based on a combination of criteria: HA.com history, related industry, related credit score, and/or any other criteria the Auctioneer deems necessary to determine credit worthiness. If a Bidder constitutes “good funds”: checks drawn on a U.S. bank are subject to a ten business day hold and thirty days when on international bank. Credit with a pre-approved credit status may receive full credit for a payment. Credit for an additional service may be subject to a hold of 5 days, or more, for the funds to clear prior to releasing merchandise. (Ref. T&C Credit for additional information.) Payments can be made 24-48 hours post auction from the My Orders page of the HA.com website.

Bidding Options:


7. Presentation of Bids: Non-Internet bids (including but not limited to podium, fax, phone and mail bids) are treated similar to floor bids in that they must be on-increment or at a half increment (called a cut bid). Off-increment bids may be accepted by the Auctioneer at Signature® Auctions or thru our online bidding services. Bids made through the Internet will be accepted at the time they are received on or after the day the first lot is sold, nor Internet bids submitted after the published closing time are accepted.

8. Auctioneer’s Execution of Certain Bids. Auctioneer cannot be responsible for your errors in bidding, so carefully check that every bid is entered correctly. When identical mail or FAX bids are submitted, the highest bid as of the publication date will be accepted. The highest bid as of the published closing time will be accepted on the entered standard printed bid sheet and be received at Auctioneer’s place of business at least two business days before the Auction start. Auctioneer is not responsible for executing mail bids or FAX bids received after two business days before the Auction. If you think a higher bid was bid, please contact HA.com immediately. If you believe a bid has been executed in error, notify Auctioneer in writing within 24 hours of receipt of the invoice or any other amounts due the Auctioneer or affiliates from the buyer. With respect to these lien rights, Bidders may be required to furnish immediate credit for payments via eCheck, personal, or corporate checks. All others will be aggregated for sales tax purposes.

9. Notice of the consignor’s liberty to place bids on his lots in the Auction is hereby made in accordance with Article 2 of the Texas Business and Commercial Code. A “Minimum Bid” is an amount below which the lot will not sell. THE CONSIGNOR OF PROPERTY MAY PLACE WRITTEN “Minimum Bid” on ANY LOTS IN ANY AUCTION, IN ANY FORM (CD, INSCRIPTION, ETC.). 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
31. Title shall not pass to the successful Bidder until all invoices are paid in full. It is the responsibility of the buyer to provide adequate insurance coverage for the items once they have been delivered to a common carrier or third-party shipper.

32. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer’s website or catalog for the latest charges. Buyer agree to be notified by Auctioneer if any changes are made to the service and handling charges related to shipped items which are not pre-paid may be charged to the credit card file on file with Auctioneer.

33. Successful international Bidders shall provide written shipping instructions, including specified customs documents, 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 (“Insured Value”). For each shipment, you 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.

34. All shipping charges will be borne by the successful Bidder. On all shipments in which Heritage charges for the Delivery, Handling, and Transit Fee, any risk of loss during shipment will be borne by Heritage Auctions, Inc. Buyer agree that Service is a non-refundable service. Buyer agrees to be billed for the Service for items on lots designated as third-party shipper must designate the common carrier, accept risk of loss, and prepay shipping costs.

35. All shipping charges will be borne by the successful Bidder. On all shipments in which Heritage charges for the Delivery, Handling, and Transit Fee, any risk of loss during shipment will be borne by Heritage Auctions, Inc. Buyer agree that Service is a non-refundable service. Buyer agrees to be billed for the Service for items on lots designated as third-party shipper must designate the common carrier, accept risk of loss, and prepay shipping costs.

36. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer’s website or catalog for the latest charges. Buyer agree to be notified by Auctioneer if any changes are made to the service and handling charges related to shipped items which are not pre-paid may be charged to the credit card file on file with Auctioneer.

37. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer’s website or catalog for the latest charges. Buyer agree to be notified by Auctioneer if any changes are made to the service and handling charges related to shipped items which are not pre-paid may be charged to the credit card file on file with Auctioneer.

38. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO ANY CATALOGING, WARRANTIES AND DISCLAIMERS:

39. Due to the nature of some items sold, it shall be the responsibility for the successful Bidder to arrange pick-up and shipping through third parties, as to such items Auctioneer shall have no liability. Failure to pick-up or ship items in a timely fashion will result in forfeiture of the properties for transacting any claims for return or reduction in purchase price. For further information, please contact Ron Brackemyre at 800-872-7878.

40. Cataloging, Warranties and Disclaimers:

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

42. In consideration of participation in the Auction and the placing of a bid, Bidder expressly releases Auctioneer and its affiliates, its employees and agents, from any and all claims, causes of action, which at law or equity or any arbitration or mediation rights existing under the rules of any professional society or affiliation upon which Auctioneer is a member, for any representation or other matter set forth within these Terms and Conditions of Auction or otherwise.

43. In the event of a claim, Bidder agrees that such rights and privileges conferred therein are strictly confidential and no such representation or rights may be disclosed to any third-party. In the event of a claim, the Bidder agrees that such rights and privileges conferred therein are strictly confidential and no such representation or rights may be disclosed to any third-party.

44. Notice: Some Property sold by Auctioneer are inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or ingested or may have latent defects all of which may cause harm to a person. Purchaser accepts all risk of loss or damage from the purchase of these items and Auctioneer disclaims any responsibility in these areas for damage, death, loss, direct or consequential, and expressly disclaims any warranty as to safety or usage of any lot sold.
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: Numismatic Guaranty Corporation (NGC), P.O. Box 4770, Sarasota, FL 34230, http://www.ngccoin.com/services/writtingguarantee.asp; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgs.com/guarantee.html; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Belleview Ave., Suite 50, Englewood, CO 80111.

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

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

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

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

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

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

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

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

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

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

COINS and 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 terms shall control.

For wiring instructions call the Credit department at 877-HERITAGE (437-4824) or e-mail: CreditDept@HA.com
MEMORABILIA & HISTORICAL TERM A: Signature® and Grand Format Auctions of Autographs, Sports Collectibles, Music, Entertainment, Political, Americana, Vintage Movie Posters and Pop Culture memorabilia are not on approval. When the lot is accompanied by a Certificate of Authenticity (or its equivalent) from 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 to its 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, an authenticated 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 will 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 presentment that Auctioneer will validate the claim. Authentication is not an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and validates the claim, Auctioneer’s liability for reimbursement for any 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: On the fall of Auctioneer’s hammer, buyer assumes full risk and responsibility for lot, including shipment by common carrier, and must provide their own insurance coverage for shipments.

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

MEMORABILIA & HISTORICAL TERM G: Firearms. All firearms, antique, modern, or collectible, are sold “AS IS”. Auctioneer has not inspected the lot for damage or defect 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 AND HISTORICAL TERM H: 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.

MEMORABILIA & HISTORICAL TERM I - 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 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.

MEMORABILIA & HISTORICAL TERM K: Arms and Armament – Firearms. Various lots are arms and armament – firearms. Lots accompanied by or referencing an expert’s opinion are sold subject to the 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 e-mail: CreditDept@HA.com

Rev.11-14-2017
Additional Terms & Conditions: FINE & DECORATIVE ARTS AUCTIONS

FINE AND DECORATIVE ARTS TERM A: LIMITED WARRANTY: Auctioneer warrants authorship, period or culture of each lot sold in this catalog. The warranty is 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 counterfeited painting due to value at the date of the sale 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 opinions 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.

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

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

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

1. THOMAS MORAN In our opinion, the work is by the artist.

2. ATTRIBUTED TO THOMAS MORAN In our opinion, the work is of the period of the artist which may be whole or in part the workshop or followers.

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

4. SCHOOL OF THOMAS MORAN In our opinion, the work is 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 is in our opinion genuine.

8. BURRS SIGNATURE (OR DATE) The work has a signature (or date) which in our opinion is not authentic.

9. BEARS SIGNATURE (OR DATE) 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 transferrable.

FINE AND DECORATIVE ARTS TERM D: The Auction is not on approval. Under extremely limited circumstances (e.g. gross cataloguing error), not including attributions in BOLD face type, which are addressed in Term F below, a purchaser who did not bid from the floor may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog for a listing of department heads) in writing of the purchaser’s request within three (3) days of the non-floor bidder’s receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 40 days after Auction. AFTER THAT 40-DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASON.

Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

FINE AND DECORATIVE ARTS TERM E: The catalog descriptions are provided for identification purposes only. Bidders who intend to challenge a BOLD face provision in the description of a lot must notify Auctioneer in writing within forty (40) days of the Auction’s conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title or the BOLD face section of description is incorrect, or other transfer or condition issue is claimed, Auctioneer’s liability shall be limited to rescission of sale and refund of purchase price. In no case shall Auctioneer have the successful bidder notified that the lot 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 from 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 remedies provided herein and is subject to the limitations and requirements provided (including within the described time limitations). Regardless of Purchaser’s submissions 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 the claim is accepted, Auctioneer reserves the right to modify and provide a remedy within 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.

FINE AND DECORATIVE ARTS TERM G: Provenance and authenticity, excluding attributions in BOLD face type, are governed by neither the consignor nor Auctioneer. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to assure that the lot shall not be sold at their own conclusion. If the lot is resold by the consignor, the consignor will be compensated based on the final hammer price.

FINE AND 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 the lot.

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 unless explicitly 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 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 providing a condition report of each lot, Bidders may 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 consignment or stage condition reports. Bidders should rely on information in the catalog, online, or on 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. Bidders should 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
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: CreditDept@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 lot. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes all Return privileges. The return policy for all other sports auctions including Signature Sales and Signature Internet Sessions remain as stated in the standard Terms and Condition of Auction which precedes the Special terms section.

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

SPORTS COLLECTIBLES TERM D: Sports cards sold referencing a third-party grading service are sold “as is” without any express or implied warranty. Certain warrants 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.

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

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

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

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

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

SPORTS COLLECTIBLES TERM J: 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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COMICS, COMIC ART, & ANIMATION ART TERMINOLOGY

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

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

COMICS, COMIC ART, & 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 re-offered at 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) 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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Additional Terms & Conditions:

JEWELRY, WATCH & LUXURY ACCESSORY AUCTIONS

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

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

JEWELRY, WATCH & LUXURY ACCESSORY TERM C: All descriptions and statements in this catalog and subsequent invoices regarding measurement, authorship, source or origin, or other aspects are qualified 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 where 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 voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the purchaser’s request within three (3) days of the non-floor bidder’s receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 30 days after Auction. AFTER THAT 30 DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASONS. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders may be returned (including those bidders acting as agents for others). Late remittance for purchases may be considered just cause to revoke all return privileges.

JEWELRY, WATCH & LUXURY ACCESSORY TERM E: Pre-auction estimates of value or “bidding estimates” are 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 resiscion 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.

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Rev.11-28-2017
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 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 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. Special permits may be required; Auctioneer takes no responsibility for any shipment or 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.

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.

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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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

Rev 9-3-2015
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

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.

SYMBOL KEY

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.

Rev 6-8-2016