
**Terms and Conditions of Auction**

1. **Auctioneer and Auction:** An Auction is presented by Heritage Auctions, d/b/a/ of Heritage Auctioneers & Galleries, Inc., Heritage Auctions, Inc., Heritage Collectibles, Inc., Heritage Luxury Property Auctions, Inc., Heritage Numismatic Auctions, Inc., Heritage Vintage Sports Auctions, Inc., Currency Auctions, Inc., American Heritage Auctions, Ltd., or Heritagex Auctions Europe Conducted by the Auctioneer as specified with the following licensing information on the title page of the catalog or on the I.A.com Internet site (the "Auctioneer"). The Auction is conducted under these Terms and Conditions of Auction and applicable state and local law. For the purposes hereof, "Floor Bids" and "Cut Bids" are defined as follows: Floor Bids are bids made on the Auction floor, online or the beginning of the extended period, if any

2. **Bidder(s):** Any person participating or registering for the Auction agrees to be bound by and accepts these Terms and Conditions of Auction ("Bidder(s)").

3. **Auctioneer’s Acceptance of a Bid:** The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall also 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 I.A.com website.

4. **In the event that a Bidder’s payment is dishonored within 4 days after the Auction can a refund of tax paid be made. Lots from different Auctions may not be combined for purposes of determining sales tax and the Auctioneer reserves the right to void a sale does not relieve the Bidder from their obligation to pay Auctioneer its fees (seller’s and buyer’s premium) on the lot and any other damages or expenses pertaining to the lot.

5. **Payment:** Lots delivered to you, or your representative, are subject to all applicable state and local taxes, unless appropriate permits are on file with Auctioneer. Bidder agrees to pay Auctioneer the actual amount of sales tax paid to the state on that sale, including, but not limited to, sales tax collected by the auctioneer, sales tax charged and paid to the state, and sales tax applicable to the sale. If a Bidder does not furnish a correct state sales tax permit, the Bidder is responsible for the sales tax charged and paid to the state on the sale, including the minimum sales tax charge (if applicable). In the event that no bid meets or exceeds that opening amount, the lot shall pass as unsold.

6. **Auctioneer shall have a lien against the merchandise purchased by the buyer to secure payment of the Commission on those lots. “Minimum Bids” are generally posted online several days prior to the Auction closing. For any successful bid placed by a consignor on his Property on the Auction floor, or by any representative of the Auctioneer, a commission in the amount of any other property of the buyer then held by the Auctioneer or its affiliates to secure payment of any Auction invoice or any other amounts due the Auctioneer or affiliates from the buyer. With respect to these lien rights, the Auctioneer shall have the right to withhold title to any Property, or distribute Property, to the extent necessary to satisfy a consignor’s or any other lien creditor on any account, Auctioneer and its affiliates shall have the right to offset such unpaid account balances against any credit balance due the Bidder, and any proceedings by the Bidder in any unpaid amount of any of the Bidder’s property in possession.
31. Title shall not pass to the successful Bidder until all invoices are paid in full. It is the responsibility of the buyer to provide adequate insurance coverage for the items once they have been delivered to a common carrier or third-party shipper.

32. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer's website for the latest charge. Prior to the auction or in the lot description on lot details on lots designated as a consignment, shipping charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer.

33. Successional Bidders shall provide written shipping instructions, including specific customs declarations, to the Auctioneer for any lots to be delivered outside of the United States. NOTE: Declaration value shall be the item(s) hammer price together with its buyer's premium ("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 the preparation of shipping labels and/or唛头, if any, if your purchase is marked for your carrier, you agree to let our staff prepare the shipping labels and/or唛头. At the time of the shipping carrier's confirmation of delivery to the address of record in Auctioneer's file, this is the "Secure Location". A common carrier's confirmation is conclusive as to proof of delivery to Bidder; if the client is responsible for the proper and timely execution of the shipping documentation, the Bidder shall arrange, select, and engage common carriers and other transportation vendors on your behalf. Transit services are subject to the following terms and conditions:

a. Scope of Transit Services: Your properties for transit will be insured under one or more insurance policies issued by an authorized broker to Auctioneer. The properties will be insured for the invoice price of the properties (hammer price plus 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.

b. Auctioneer's Compensation for Transit Services: Auctioneer will provide transit services to Buyer for % of the Insured Value, plus packaging and handling fees and fees for the common carrier (collectively, “Delivery, Handling, and Transit Fee”). You agree to pay Delivery, Handling, and Transit Fee and comply with all terms of payment as set forth in paragraphs 23 to 31 of this Agreement.

c. Authority to Contract for Services: Auctioneer understands and agrees that Auctioneer’s liability for loss of or damage to the items, if any, ends when the items have been delivered to the Secure Location, and Auctioneer has received evidence of delivery. If you claim that any property has sustained loss or damage in transit, you must report any such claim to the carrier and provide the carrier with seventy-two (72) hours of the delivery date. Your recovery for loss of or damage to any property is limited to the lesser of actual cash value of the property or the Insured Value. Under no circumstances shall Auctioneer or any of its employees, agents, or representatives be liable, including, but not limited, for any indirect, consequential, or punitive damages, or for any loss or damage of any kind, including lost profits, arising out of or related to the transport of the items, or any delay in the delivery of the items due to causes beyond the control of Auctioneer.

d. California State law prohibits the importation of any product containing Python skin into the State of California.

35. Due to the nature of some items sold, it shall be the responsibility for the successful Bidder to arrange pick-up and shipping through third-parties, as to such items Auctioneer shall have no liability. Failure to pick-up or ship may result in the auctioneer retaining the items for resale or disposal of such items as it determines (collectively, "Disposal Items"), and Buyer shall be liable for any Disposal Items. Failure to pick-up or ship may also result in the bidder’s credit card being charged for Disposal Items.

36A. The laws of various countries regulate the import or export of certain plant and animal properties, including but not limited to items described herein. Any claim against Auctioneer.

36B. California State law prohibits the importation of any product containing Python skin into the State of California.

37. By placing a bid or otherwise participating in the auction, Bidder accepts these Terms and Conditions of Sale or any amendments thereto, any description of any lot or condition report, any damage to any lot, any alleged verbal modification of any term of sale or condition report or description and/or any purported settlement whether asserted in contract, tort, under Federal or State statute or regulation or any claim made by you of a lot or your Participation in the auction involving the auction or a specific lot involving a warranty or representation of a consignor or other person or entity including Auctioneer: you claim you consent to be made a party (collectively, "Claims") shall be exclusively heard by, and the claimant (or respondent as the case may be) and Heritage each consent to the jurisdiction in any court of competent jurisdiction. If a Claim involves a consumer, exclusive subject matter jurisdiction for the Claim is in the State District Courts of Dallas County, Texas and the consumer consents to subject matter and in personam jurisdiction; further CONSUMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. A consumer may elect arbitration as specified above. Any claim involving the purchase or sale of any product containing Python skin into the State of California through this auction shall be brought within two (2) years of the alleged breach, default or misrepresentation or the Claim is waived. Exemplary or punitive damages are not permitted and are waived. A Claim is not subject to class actions. Nothing herein shall be construed as a waiver of any rights which a party may have under any applicable law, rule, or statute. Claims based on damages sought awarded may be awarded its reasonable attorneys' fees and costs.

38. No claims of any kind can be made after the settlements have been made with the consignor. Any disputes or claims arising from the settlement is strictly between the Bidder and consignor without involvement or responsibility of the Auctioneer. A person or entity (whether the Bidder, the consignor or any other third party) shall have no right of action for any claim against Auctioneer, or its Affiliates, or its agents, or its employees for any services performed or actions taken in aid of arbitration or otherwise needs to be litigated, such litigation shall be exclusively in the Courts of the State of Texas, in Dallas County, Texas, and if necessary the corresponding appellate courts. For such actions, the successful Bidder, purchaser, or Auction participant also expressly submits to the personal jurisdiction of the State of Texas.

39. These Terms & Conditions provide specific remedies for occurrences in the auction and delivery process. Where such remedies are afforded, they shall be interpreted strictly. Bidder agrees that any claim shall be subject to such remedies. Bidder making a claim in excess of remedies provided in these Terms and Conditions agrees that in no case whatsoever shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot.
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 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 all lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes these Return privileges.

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

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

COINS and CURRENCY TERM E: Notes sold referencing a third-party grading service are sold “as is” without any express or implied warranty, except for a guarantee by Auctioneer that they are genuine. Grading, condition or other attributes of any lot may have a material effect on its value, and the opinion of others, including third-party grading services such as PCGS Currency and NGC 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 10470, Peoria, IL 61612-0470. Third-party graded notes are not returnable for any reason whatsoever.

COINS and CURRENCY TERM F: Since we cannot examine encapsulated coins or notes, they are sold “as is” without our grading opinion, and may not be returned for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy or errors in 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 regraded at any future auction.

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

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

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

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

COINS and CURRENCY TERM L: Storage: Some of the lots offered herein have been assigned to 1031 election is not made within ten (10) days of an unresolved dispute, Auctioneer may elect either PNG or A.A.A. Arbitration.

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

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

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 auction terms shall control.

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

Rev. 1-25-2018
Additional Terms & Conditions:
MEMORABILIA & HISTORICAL AUCTIONS

MEMORABILIA & HISTORICAL TERM A: Signature® and Grand Format Auctions of Autographs, Sports Collectibles, Music, Entertainment, Political, Americana, Vintage Movie Posters and Pop Culture memorabilia are not on approval. When the lot is accompanied by a Certificate of Authenticity (or its equivalent) from 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 require 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 he must notify Auctioneer in writing within thirty-five (35) days of the Auction’s conclusion. Any claim as to provenance or authenticity must be first transmitted to Auctioneer by credible and definitive evidence or the opinion of a qualified third party expert and there is no assurance after such presentation that Auctioneer will validate the claim. Authentication is not an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and validates the claim, Auctioneer’s liability for reimbursement for any 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.

SPECIAL 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 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 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 e-mail: CreditDept@HA.com

Rev.11-29-2017
**FINE AND DECORATIVE ARTS TERM A: LIMITED WARRANTY.** Auctioneer warrants authorship, period or culture of each lot sold in this catalogue. The term refers to the truth or falsity of the description of the work by Auctioneer. It is the responsibility of the Bidder to verify the accuracy of these statements. **Rev 6-8-2016**
SPORTS COLLECTIBLES TERM A: Signature® Auctions are not on approval. No certified material may be returned or cause of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for uncertified Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to the Auctioneer must be pre-approved by the Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of such request within three (3) days of the mail bidder’s receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading does not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. AFTER THAT 30-DAY PERIOD, NO LOTS MAY BE RETURNED FOR REASONS OTHER THAN AUTHENTICITY. Lots returned must be housed intact in the original holder. No lots purchased by floor Bidders (including those Bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

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

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

SPORTS COLLECTIBLES TERM D: Sportscards sold referencing a third-party grading service are sold “as is” without any express or implied warranty. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Professional Sports Authenticator (PSA), P.O. Box 6180 Newport Beach, CA 92658, Sportscard Guaranty LLC (SGC) P.O. Box 6919 Parsippany, NJ 07054-6919; Global Authentication (GAI), P.O. Box 57042 Irvine, Ca. 92658, Beckett Grading Service (BGS), 15850 Dallas Parkway, Dallas TX 75248. For wiring instructions call the Credit department at 877-HERITAGE (437-4824) or e-mail: CreditDept@HA.com

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

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

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

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

SPORTS COLLECTIBLES TERM I: Although consensus grading is employed by most third-party services, it should be noted 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:

**A:** Signature® Auctions are not on approval.

**B:** 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.

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

**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. 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 may be considered just cause to revoke all return privileges.

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

**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.

**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.

**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.

**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.

**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 AUCTIONS

Additional Terms & Conditions:

**A:** Signature® Auctions are not on approval.

**B:** 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.

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

**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. 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 may be considered just cause to revoke all return privileges.

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

**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.

**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.

**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.

**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.

**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.

**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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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. Auctioneers warrants only such authorship, period or culture of each lot is as set out in the BOLD faced type heading in the catalog description of the lot, with the following exclusions: this warranty does not apply to any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or authorship which on the date of Auction was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or 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 resicission 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 in 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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WINE AUCTION TERM A: Bidder’s Age: You must be at least 21 years of age to participate in our auctions.

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

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

WINE AUCTION TERM D: Notice: The wine industry estimates seven percent (7%) of all wine bottle closure. exposure to temperature variations, shipping delays or defect in or failure of any cork or other packing, and handling. Buyers need to be aware that many states impose restrictions on the quantity of alcoholic beverages purchased or brought into its jurisdiction from another state. Special permits may be required, Auctioneer takes no responsibility for any shipment to any state outside of California nor any confiscation of a shipment to any state.

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

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

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

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

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

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

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

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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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.

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Rev 9-3-2015
Additional Terms & Conditions: STAMPS & PHILATELIC ITEMS

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

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

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

STAMPS & PHILATELIC ITEMS TERM D: Stamps and Philatelic Items sold referencing a third-party certification or grading service are sold "As Is" Without Warranty. Bidders shall not rely upon warranties of the authentication provider issuing the Certificate or opinion. Grading, condition or other attributes of any lot may have a material effect on its value, and the opinion of others, including third-party grading services such as PSE, PF, and APEX may differ with that of Auctioneer. Auctioneer shall not be bound by any prior or subsequent opinion, determination, or certification by any grading service. Bidder specifically waives any claim to right of return of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes these Return privileges.

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

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

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

STAMPS & PHILATELIC ITEMS TERM H: Due to changing grading standards over time, differing interpretations, and to possible mishandling of items by subsequent owners, Auctioneer reserves the right to grade items differently than shown on certificates from any grading service that accomplishes 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.

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

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

STAMPS & PHILATELICS TERM K: Extension Policy:

a. The successful bidder may request the Auctioneer to have a Property or Properties authenticated by an expertizing service set forth in Auctioneer’s preapproved expertizing committees. The extension shall be governed by this section.

b. As a condition precedent to the request to place a Property on extension the successful bidder must either deposit the purchase price of the Property with Auctioneer or have a preapproved credit limit covering at least the amount of the successful bid.

c. Properties auctioned at a Signature Auction that do not have certificates or have certificates dated more than five (5) years prior to the auction are eligible for expertizing.

d. The successful bidder may submit a lot for authentication to an expertizing service accepted by Heritage.

e. The successful bidder’s election to submit a Property for expertizing must be made in writing and such writing must be received by Heritage in writing within 30 days of last day of the auction along with a photocopy of the application to the expertizing committee.

f. The Successful bidder shall notify Auctioneer immediately that a submitted Property has cleared, failed, or had no opinion certificate issued by the appointed expertizing committee and thereafter immediately pay for Property or approve the release of the Property’s deposit if applicable.

g. The failure of the expertizing service to render an opinion is not grounds for return of the Property and the successful bidder shall have their deposit transferred to auctioneer or if credit had been extended pay for the Property immediately.

h. No Property sent to an expertizing committee in the United States may be eligible for a refund or cancellation of its invoice after 120 days following the last day of the sale. Properties sent to an overseas expertizing committee may not be returned after 180 days following the last day of the sale. If the expertizing committee either domestically or overseas fails to issue an opinion in the foregoing time periods, the successful bidder is responsible to immediately pay for the Property.

i. The Property must be returned to the Auctioneer in the same condition as when delivered to the successful bidder. The Successful Bidder until a Property is returned shall assume all risk of loss and damage to the Property. In the event of loss or damage the successful bidder shall be responsible for the amount of his successful bid and costs of collection.

j. In the event of an unfavorable opinion, Heritage will refund the cost of the lot (if the successful bidder has made a deposit or if on credit cancel the invoice), plus the expertizing fees up to $650.00.

k. On Properties subject to this section, the successful bidder waives any and all other claims pertaining to the auction, the Property or otherwise except as expressly stated herein.

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

Rev 7-10-2013
Notice as to an Auction in New York City

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SYMBOL KEY

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Rev 6-8-2016