ADVANCE OF THE AUCTION, ON SUCH LOTS, IF THE HAMMER PRICE DOES NOT MEET THE "Minimum Bid," THE CONSIGNOR MAY PAY A REDUCED COMMISSION ON THE "Minimum Bids" 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 means during the live session, or after the "Minimum Bid" for an Auction have been posted, we will require the consignor to pay full Buyer’s Premium and Seller’s Commissions on such lot.

14. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bidder recognized or recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the Auctioneer may at his sole discretion reoffer the lot. Auctioneer’s decision and declaration of the winning Buyer shall be final and binding upon all Bidders. Properly offered, whether by floor Bidder or other means, any Bid must be made on occasion of any dealings in connection with the Auction. In any case, the Auctioneer shall have the right to declare the recognized Bid accepted as the winning bid, regardless of whether a competing bid may have been higher. Auctioneer reserves the right after the hammer fall to accept bids and reopen bidding for bids placed through the floor, telephone, or FAX. Regardless of the bid type, it shall be the right of the Auctioneer to withdraw the Properties, or any part of the Properties, from the Auction at any time prior to the opening of any Bidding Period (except Properties in “Buyer’s View” or “Full Service Bid”), for any reason, or at the Auctioneer’s discretion at any time after the opening of the Bidding Period, or during any Bidding Period. In such events, the Bidding shall be reopened.

Bidding Options:

• Under $10 ............................................................... $1 
• $10,000 - $19,999 ....................................... $1,000 
• $10,000 - $19,999 ....................................... $1,000 
• $10,000 - $19,999 ....................................... $1,000 

Terms and Conditions of Auction

4. Bidding Options:

• Under $10 ............................................................... $1 
• $10,000 - $19,999 ....................................... $1,000 
• $10,000 - $19,999 ....................................... $1,000 
• $10,000 - $19,999 ....................................... $1,000 

The following Auctions are conducted solely on the Internet:

Heritage Weekly Internet Auctions (Coin, Currency, Comics, Rare Books, Jewelry & Watches, Guitars & Musical Instruments, and Vintages Movie Posters).

Bids in Signature® Auctions or Grand Format Live Auctions accept bids from the Internet, telephone, fax, or mail, first followed by a floor bidding session. Heritage Live and real-time telephone bidding are available to registered clients during these sessions.

Auctioneer reserves the right to withdraw, prior to the close, any lots from the Auction.

20. Auctioneer occasionally experiences Internet and/or Server service outages, and Auctioneer periodically schedules the system downtime for maintenance and other purposes, during which Bidders cannot participate or place bids.

21. Notice of the consignor’s liberty to place bids on his lots in the Auction is hereby made in accordance with the terms of the presentation of Bids.

22. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be sold at the Auction unless prearranged.

23. All sales are subject to fees in the United States dollars (including U.S. currency, bank wire, cashier’s checks, transfers, bank drafts, and traveler’s checks) and are subject to all reporting requirements. All deliveries are subject to good funds; funds being received in Auctionee’s account before delivery of the Purchases; and all payments are subject to a clearing period. Auctioneer reserves the right to determine if a check is “good funds” and bank checks are only accepted for U.S. dollars drawn on an domestic bank. Clients with pre-arranged credit status may receive immediate credit for payments via eCheck, personal, or corporate checks. All other fees and expenses are subject to a clearing period. Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of warranty, disputed ownership, or failure to complete the transaction.

24. 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 of their social security number. 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 of their social security number. 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 of their social security number.

25. The Bidder from their obligation to pay Auctioneer its fees (seller’s and buyer’s premium) and any other duties or expenses pertaining to the lots or any other lots. 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 of their social security number.

26. 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 of their social security number.

27. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be sold at the Auction unless prearranged.

28. All sales are subject to fees in the United States dollars (including U.S. currency, bank wire, cashier’s checks, transfers, bank drafts, and traveler’s checks) and are subject to all reporting requirements. All deliveries are subject to good funds; funds being received in Auctionee’s account before delivery of the Purchases; and all payments are subject to a clearing period. Auctioneer reserves the right to determine if a check is “good funds” and bank checks are only accepted for U.S. dollars drawn on an domestic bank. Clients with pre-arranged credit status may receive immediate credit for payments via eCheck, personal, or corporate checks. All other fees and expenses are subject to a clearing period. Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of warranty, disputed ownership, or failure to complete the transaction.

29. 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 of their social security number. 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 of their social security number.

30. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be sold at the Auction unless prearranged.

31. The Auctioneer has the right to sell certain unsold items after the close of the Auction. Such lots shall be sold at the Auction unless prearranged.

32. All sales are subject to fees in the United States dollars (including U.S. currency, bank wire, cashier’s checks, transfers, bank drafts, and traveler’s checks) and are subject to all reporting requirements. All deliveries are subject to good funds; funds being received in Auctionee’s account before delivery of the Purchases; and all payments are subject to a clearing period. Auctioneer reserves the right to determine if a check is “good funds” and bank checks are only accepted for U.S. dollars drawn on an domestic bank. Clients with pre-arranged credit status may receive immediate credit for payments via eCheck, personal, or corporate checks. All other fees and expenses are subject to a clearing period. Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of warranty, disputed ownership, or failure to complete the transaction.

33. 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 of their social security number. 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 of their social security number.
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.

Delivery, Handling and Handling Charges:

32. Buyer is liable for shipping, handling, registration, and renewal fees, if any. Please refer to Auctioneer’s website HA.com/c/shipping for the latest charges or call Auctioneer. Auctioneer is unable to combine purchases from one consignor. All goods shall be shipped at the sole risk and expense of the purchaser, except in the case of those items which are marked as having a free shipping offer, which shall be shipped at the sole risk and expense of the Auctioneer. Purchaser accepts all risk of loss or damage from its purchase of these items and Auctioneer disclaims any liability whether under contract or tort for damages and losses, direct or consequential, and expressly disclaims any duty or obligation to take any action to save or salvage any item lost.

Dispute Resolution and Arbitration Provision:

44. By placing a bid or otherwise participating in the auction, Bidder accepts these Terms and Conditions of Auction and consents to the federal, state and local jurisdiction of the courts of the State of Texas and waives any claim or dispute after the settlement date is strictly between the Bidder and consignor without involvement or the Auctioneer. In consideration of participation in the auction, the Bidder grants to the Auctioneer and consignor, the express irrevocable right to license, sell, manufacture, advertise, promote, archival records, and any other uses deemed appropriate. Translations of foreign language documents may be provided as a convenience to interested parties. The New York City Auctioneers conducting the sale of behalf of Heritage Auctions No. 53.: 5:00 P.M. to 7:00 P.M. EST. Saturday, October 11, 1993 Sec. 1812.600, posted with the California Secretary of State its bonds for it and its officers, directors and employees, its affiliates, and its outside experts that provide second opinions, from any of the Terms & Conditions of Sale or any amendments thereto, any description of any lot or condition report, any damage claim made by you of a lot or your Participation in the auction involving the specific lot involving a warranty or representation of a consignor or other person or entity including Auctioneer ( which claim you consent to be handled by a party other than the one acting as a party in the suit or action) shall be exclusively brought in 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 himself to the personal jurisdiction of the State of Texas. These Terms & Conditions provide specific remedies for occurrences in the auction and delivery process. Where no time is affixed to the performance of any act required by these Terms and Conditions, it is to be done forthwith.

Auctioneer shall not be liable for breakage of glass or damage to frames (patent or latent); such defects, in any event the Lot is not removed within ninety days, the Lot may be offered for sale to recover any past due storage and handling fees, if any. 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 pre-paid shipping fees (less Buyer’s Premium) paid to Auctioneer. We understand and agree that Auctioneer’s liability for loss of or damage to the items, if any, 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 for which you must report any such damage in writing to Auctioneer within (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 is Auctioneer liable for consequential loss of any kind.

22. California: California state law imposes a tax on the privilege of doing business in California. California sales tax of 9.25% will be added to the purchase price for the privilege of selling merchantable material and fees and the like in California. You understand and agree that Auctioneer has the right to accept the hammer price plus Buyer’s Premium (“Insured Value”). For each shipment, you will provide a security deposit which will be delivered. Notice: Auctioneer is neither an insurance company nor a common carrier of any type. Auctioneer will provide transit services to Buyer for % of the pre-paid shipping fees (less Buyer’s Premium) paid to Auctioneer. We understand and agree that Auctioneer’s liability for loss of or damage to the items, if any, 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 for which you must report any such damage in writing to Auctioneer within (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 is Auctioneer liable for consequential loss of any kind.

34. All shipping charges will be borne by the successful Bidder. On all shipments in which Heritage charges the delivery, Handling, and Transit Fee infra, any risk of loss during shipment will be borne by Heritage until the ship date, after which risk of loss will be borne by the successful Bidder. Payment of the Posting of a Surety Bond is required to obtain or withhold from any third party carrier or other transportation vendors on your behalf. On all shipments in which Heritage charges the delivery, Handling, and transit fee: Security deposit for the privilege of selling merchantable material and fees and the like in California. You understand and agree that Auctioneer has the right to accept the hammer price plus Buyer’s Premium (“Insured Value”). For each shipment, you will provide a security deposit which will be delivered.
COINS and CURRENCY TERM A: Signature Auctions are not on approval. No certified material may be returned because of possible differences of opinion with respect to the grade offered by any third-party organization, dealer, or service. No guarantee of grade is offered for uncertified Property sold and subsequently submitted to a third-party grading service. There are absolutely no exceptions to this policy. Under extremely limited circumstances, (e.g. gross cataloging error) a purchaser, who did not bid from the floor, may request Auctioneer to evaluate voiding a sale: such request must be made in writing detailing the alleged gross error; submission of the lot to the Auctioneer must be pre-approved by the Auctioneer; and bidder must notify Ron Brackemyre (1-800-872-6467 Ext. 1312) in writing of such request within three (3) days of the non-floor bidder’s receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading or method of manufacture do not qualify for this evaluation process nor do such complaints constitute a basis to challenge the authenticity of a lot. AFTER THAT 30-DAY PERIOD, NO LOTS MAY BE RETURNED FOR REASONS OTHER THAN AUTHENTICITY. Lots returned must be housed intact in their original holder. No lots purchased by floor Bidders may be returned (including those Bidders acting as agents for others) except for authenticity. Late remittance for purchases may be considered just cause to revoke all return privileges.

COINS and CURRENCY TERM B: Auctions conducted solely on the Internet 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 4776, Sarasota, FL 34230, http://www.ngccoin.com/services/writtenguarantee.asp; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgs.com/guarantehome.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 guarantee by Auctioneer that they are genuine. Grading, condition or other attributes of any lot may have a material effect on its value, and the opinion of others, including third-party grading services such as PCGS Currency and PMG may differ with that of Auctioneer. Auctioneer shall not be bound by any prior or subsequent opinion, determination, or certification by any grading service. Bidder specifically waives any claim to right of return of any item because of the opinion, determination, or certification, or lack thereof, by any grading service. Certain warranties may be available from the grading services and the Bidder is referred to them for further details. Paper Money Guaranty (PMG), PO Box 6711, Sarasota FL 34230; PCGS Currency, PO Box 10470, 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 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 adforesaid 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 provide protection against the normal risks associated with potentially volatile markets. The degree of liquidity for certified coins and collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

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

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

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

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

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

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

Additional Terms & Conditions:

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 buyer’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 has 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 Bidders’ 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; 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 or referencing an expert’s opinion are sold subject to that opinion and may not be returned for any reason except as permitted in Memorabilia & Historical Term C above which term shall be strictly enforced.

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

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

i. authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or
ii. any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or

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

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

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

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

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

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

1. THOMAS MORAN
   In our opinion, the work is by the artist.
2. ATTRIBUTED TO THOMAS MORAN
   In our opinion, the work is of the period of the artist which may be whole or in part the work of the artist.
3. STUDIO, CIRCLE OR WORKSHOP OF THOMAS MORAN
   In our opinion, the work is of the period and closely relates to his style.
4. SCHOOL OF THOMAS MORAN
   In our opinion, the work is by a pupil or a follower of the artist.
5. MANNER OF THOMAS MORAN
   In our opinion, the work is in the style of the artist and is of a later period.
6. AFTER THOMAS MORAN
   In our opinion, this work is a copy of the artist.
7. ASCRIBED TO THOMAS MORAN
   In our opinion, this work is not by the artist; however, previous scholarship has noted this to be a work by the artist.
8. SIGNED (OR DATED)
   The work has a signature (or date) which in our opinion is genuine.
9. BEARS SIGNATURE (OR DATE)
   The work has a signature (or date) which in our opinion is not authentic.

FINE AND DECORATIVE ARTS TERM C: PRESENTMENT: The warranty as to authorship is provided for a period of one (1) year from the date of the auction and is only for the benefit of the original purchaser of record and is not transferable.

FINE AND DECORATIVE ARTS TERM D: The Auction is not on approval. Under extremely limited circumstances (e.g. gross cataloging errors), not including attributions in BOLD-faced type, which are addressed in Term B below, a purchaser who did not bid from the floor may request Auctioneer to evaluate bidding a sale; such request must be made in writing detailing the alleged gross error, and submittal of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the purchaser’s request within three (3) days of the non-floor bidder’s receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 40 days after Auction. AFTER THAT 40-DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASON. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

FINE AND DECORATIVE ARTS TERM E: The catalog descriptions are provided for identification purposes only. Bidders who intend to challenge a BOLD-faced 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-faced section of description is incorrect, or other transfer or condition issue is claimed, Auctioneer’s liability shall be limited to rescission of sale and refund of purchase price. In no case shall Auctioneer’s maximum liability exceed the successful bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer’s maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

FINE AND DECORATIVE ARTS TERM F: Any claim as to authorship, provenance, authenticity, or other matter under the remedies provided in the Fine Arts Terms and Conditions or otherwise must be first presented to Auctioneer by credible and definitive evidence within the applicable claim period. Auctioneer, in processing the written claim, may require the Purchaser to obtain the written opinion of two recognized experts in the field who are mutually accepted by Auctioneer and Purchaser. Upon receipt of the two opinions, Auctioneer shall determine whether to rescind the sale. The Purchaser’s claim must be presented in accord with the remedies provided herein and is subject to the limitations and restrictions provided (including within the described time limitations). Regardless of Purchaser’s submissions there is no assurance after such presentation that Auctioneer will validate the claim. Auctioneer’s opinion as to an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and provides a remedy within these Terms and Conditions or otherwise, our liability for reimbursement for bidder’s third party opinion shall not exceed $500. The right of rescission, return, or any other remedy provided in these Terms and Conditions, or any other applicable law, does not extend to authorship of any lot which at the date of Auction was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist, his students, school, workshop or followers. It is specifically understood that any refund agreed to by the Auctioneer would be limited to the purchase price.

FINE AND DECORATIVE ARTS TERM G: Provenance and authenticity, excluding attributions in BOLD-faced type, are guaranteed by neither the consignor nor Auctioneer. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

FINE AND DECORATIVE ARTS TERM H: On the fall of Auctioneer’s hammer, Buyer of Fine Arts and Decorative Arts lots assumes full risk and responsibility for lot, including shipment by common carrier or third-party shipper, and must provide their own insurance coverage for shipments.

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

FINE AND DECORATIVE ARTS TERM J: Right of Inspection and Return on Certain Lots. Framed Lots estimated at $1000 or less shall not be uninsured for framing and may not be returned based on condition and are sold “AS IS”.

Heritage Auctions strongly encourages in-person inspection of lots by the Bidder. While Heritage is not obligated to provide a condition report of each lot, Bidders may feel free to contact the department for a Condition Report, and Heritage will attempt to furnish one, but shall not be liable for failing to do so. Condition is often detailed online, but is not included in our catalogues. The Bidder should review online descriptions, as the descriptions supersede catalog descriptions and any condition reports otherwise provided. Heritage condition statements whether appearing in the catalog, online, or at a person’s request are based on a visual inspection and are for guidance only and should not be relied upon as statements of fact, and do not constitute a representation, warranty, or assumption of liability by Heritage. Please note that we do not de-frame lots estimated at $1,000 or less and may not be able to provide additional details for lots valued under $500. All lots offered regardless of a condition report are sold “AS IS”.

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

For California Residents: SALE OF AUTOGRAPHED COLLECTIBLES: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY COLLECTIBLE DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN EXPRESS WARRANTY AT THE TIME OF SALE. THIS DEALER MAY BE SUED BY A CONSUMER WHO PURCHASES A COLLECTIBLE IF THE CONSUMER CAN PROVE THE COLLECTIBLE IS AUTOGRAPHED.
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 Services by phone (877-HERITAGE (437-4824) or e-mail (Bid@HA.com), and immediately mail the lot(s) fully insured to the attention of Returns, Heritage, 3500 Maple Avenue, 17th Floor, Dallas TX 75219-3941. Lots must be housed intact in their original holder and condition. You are responsible for the insured, safe delivery of any lots. A non-negotiable return fee of 5% of the purchase price ($10 per lot minimum) will be deducted from the refund for each returned lot or billed directly. Postage and handling fees are not refunded. After the three-day period (from receipt), no items may be returned for any reason. Late remittance for purchases revokes all Return privileges. The return policy for all other sports auctions including Signature Sales and Signature Internet Sessions remain as stated in the standard Terms and Condition of Auction which precedes this 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 warranties may be available from the grading services and the Bidder is referred to them for further details: Professional Sports Authenticator (PSA), P.O. Box 6180 Newport Beach, CA 92658; SportsCard Guaranty LLC (SGC) P.O. Box 6919 Parsippany, NJ 07054-6919; Global Authentication (GAI), P.O. Box 57042 Irvine, Ca. 92619; Beckett Grading Service (BGS), 15800 Dallas Parkway, Dallas TX 75248.

SPORTS COLLECTIBLES TERM E: On any lot presented with a Letter of Authenticity ("LOA") issued by Auctioneer or its Heritage affiliates, that warranty inures only to the original purchaser (as shown in Auctioneeer'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 locales 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: Professional Sports Authenticator (PSA/DNA), 2 Sylvan Way, Suite 102 Parsippany, NJ 07054 (888) 457-7362, or as otherwise noted on the Certificate.

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

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

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

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

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

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

COMICS, COMIC ART, & ANIMATION ART AUCTIONS

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

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

COMICS, COMIC ART, & ANIMATION ART TERM C: Bidders who have inspected the lots prior to the auction will not be granted any return privileges.

COMICS, COMIC ART, & ANIMATION ART TERM D: Comic books sold referencing a third-party grading service are sold “as is” without any express or implied warranty. No returns of CGC-certified or CBCS-certified comics will be accepted. 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), 4635 McEwen Road, Dallas, TX 75244.

COMICS, COMIC ART, & ANIMATION ART TERM E: Bidders who intend to challenge authenticity or provenance of a lot must notify Auctioneer in writing within thirty (30) days of the Auction’s conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed, Auctioneer’s liability shall be limited to 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.

COMICS, COMIC ART, & ANIMATION ART TERM 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 export may not grade the same item with the same grade at two different times.

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

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

COMICS, COMIC ART, & ANIMATION ART 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 (PPP) 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 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 SUETRY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.

Rev. 6-28-2018
JEWELRY, WATCH & LUXURY ACCESSORY TERMS

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.

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.

C. All items are sold with the understanding that the absence of wear, repairs, or defects, and 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 authenticity 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.

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 vouding 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.

E. Pre-auction estimates of value or "bidding estimates" are opines provided solely as a convenience to clients, and should only be used as approximations of current market value. Estimates do not include Buyer’s Premiums or sales tax.

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

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.

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.

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.

J. All dimensions in catalog descriptions are approximate.

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.

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.

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.

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.

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.

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

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

Rev. 11-29-2017
WINE TERM A: Bidder's Age: You must be at least 21 years of age to participate in our auctions.

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

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

WINE TERM D: Notice: The wine industry estimates seven percent (7%) of all wine sealed with natural corks is ruined because of a natural fungus in corkwood that produces the chemical compound trichloroanisole. In almost all cases of "corked" wine, the aroma of the wine is reduced significantly, and a heavily tainted wine is completely undrinkable. Since all of our wine is consigned, and much of it very rare, we cannot replace wines that have been ruined because of cork taint. We do not accept returns of corked wine nor do we refund for corked wine.

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

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

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

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

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

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

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

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

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

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