Auction Venues:

11. Auctioneer and Auction:

The Auctioneer’s Execution of Certain Bids. Auctioneer cannot be responsible for your errors in bidding or entry methods. “Minimum Bid” is an amount below which the lot cannot be sold. No “buy” or “unlimited” bids will be accepted. A bid is considered not made in “Good Faith” when made by an insolvent or irresponsible person, a person under the age of eighteen, or is not supported by satisfactory credit, references, or otherwise. Regardless of the discrepancy in credit identity, any bid by a person who is determined to be made in “Good Faith.” Any person apparently appearing on the OPAC list is not eligible to bid.

Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very nominal advances. This Auction is presented by Heritage Auctions, a d/b/a of Heritage Auctioneers & Galleries, Inc., Heritage Auctions, Inc., Heritage Auctioneers, Inc., Heritage Collectibles, Inc., Heritage Luxury Property Auctions, Inc., Heritage Numismatic Auctions, Inc., Heritage Vintage Sports Auctions, Inc., Currency Auctions of America, Inc., Heritage Auctions (HAA), Heritage Asia (HAA), Heritage Auctions – Europe (formerly U.S.A. identified with the applicable licensing information on the title page of the catalog or on the HA.com Internet site (the “Auctioneer”). The Auction is conducted under these Terms and Conditions of Auction and applicable state and local law. Announcements and contracts from the podium and those made during the course and Conditions of Auctions appearing on the internet at HA.com supersede those in the printed catalog.

Buyer’s Premium:

2. All bids are subject to a Buyer’s Premium which is in addition to the placed successful bid:

- For Domain Names & Intellectual Property Auction lots the Buyer’s Premium is fifteen percent (15%) subject to a minimum of $19 per lot.
- For U.S. Currency Auction lots, Coin, Currency, Movie Posters, Sports Collectibles, U.S. Coin, and World & Ancient Coin Auction lots the Buyer’s Premium is twenty percent (20%) subject to a minimum of $19 per lot, except for Sports Collectibles which are subject to a minimum of $14 per lot.
- For Wine Auction lots the Buyer’s Premium is twenty-three percent (23%) subject to a minimum of $19 per lot.
- For European Comic Art Auction lots, the Buyer’s Premium is twenty-five percent (25%) subject to a minimum of $19 per lot.
- For lots in other categories not listed above, the Buyer’s Premium per lot is twenty-five percent (25%) on the first $30,000.00 subject to a minimum of $49 per lot, plus twenty percent (20%) of any amount between $30,000.00 and $500,000, plus twelve point five percent (12.5%) of any amount over $500,000.

Terms and Conditions of Auction

ADVANCE OF THE AUCTION; ON SUCH LOTS, IF THE HAMMER PRICE DOES NOT MEET THE “Minimum Bid”, THE CONSIGNOR MAY PAY A REDUCED COMMISSION ON THOSE LOTS. “Minimum Bids” are generally posted online several days prior to the Auction closing. Any successful bid placed by a consignor by property on the Auction site or an entity acting on behalf of a consignor, if placed after the time specified for the “Minimum Bid” for an Auction has been posted, will require the consignee to pay full Buyer’s Premium and Seller’s Commissions on such lot. Auctioneer or its affiliates expressly reserve the right to modify any such bids at any time prior to the hammer based on the current bid or increments.

The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid recognized or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer shall be the sole discretion of the Auctioneer in making any decision. If a dispute remains unresolved, the winning Bidder shall be final and binding upon all Bids. Bids properly offered, whether by floor Bidder or other means of bidding, may on occasion be missed or go unrecognized; in such cases, the Auctioneer may declare the winning Bidder in its sole discretion after submitting another competitive bid or raising the winning Bidder’s reserve price even higher.

Auctioneer reserves the right to refuse to honor any bid or to limit the amount of any bid, in its sole discretion. A bid is considered not made in “Good Faith” when made by an insolvent or irresponsible person, under the age of eighteen, or is not supported by satisfactory credit, references, or otherwise. Regardless of the discrepancy in credit identity, any bid by a person who is determined to be made in “Good Faith.” Any person apparently appearing on the OPAC list is not eligible to bid.

Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very nominal advances. Lots bearing bidding estimates shall open at Auctioneer’s discretion (generally 40%-60% of the low estimate). In the event that no bid meets or exceeds that opening amount, the lot shall pass as unsold or the Auctioneer may place a protective bid on behalf of the consignor.

15. Any item is to be purchased per lot as numerically indicated and no lots will be broken.

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

20. Auctioneer occasionally experiences Internet and/or Server service outages, and Auctioneer periodically schedules planned downtime for maintenance and/or repair, and in no way guarantees uninterrupted service. As such, it is possible under several circumstances for winning bids to be between increments, sometimes only $1 above the posted bid. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very nominal advances. Such lots shall be considered sold during the Auction and all these Terms and Conditions shall apply to such sales including but not limited to the Buyer’s Premium, return rights, and disclaimers.

23. All sales are subject to sales tax, unless appropriate permits are on file with Auctioneer. Should state sales tax become applicable in the state for delivery prior to delivery of the property on the invoice, Buyer agrees to pay all applicable state sales tax as required by the delivery state as of the shipping date. Buyer agrees to pay Auctioneer the actual amount of sales tax in the event that sales tax is not properly collected due to an exonerated, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect determination of the applicable statute; 3) an error in the form.

24. Payment is due upon closing of the Auction session, or upon presentation of an invoice. Auctioneer reserves the right to the win an invoice if payment in full is not received within 7 days after Auction close. In case of nonpayment, the buyer’s election to void any part or all of the transaction shall be compounded at a rate comparable to the hourly rate of independent attorneys.

25. In the event that Buyer’s payment is dishonored upon presentation(s), Buyer shall pay the maximum statutory penalty and all costs, including but not limited to filing fees, mailing fees, and legal fees incurred by Auctioneer. If Buyer fails to make payment as required, the Auctioneer may, in its sole discretion, institute a bank account, or the payment cannot be completed using the selected funding technique, Buyer agrees to complete payment using your credit card on file (subject to the surcharge detailed in paragraph 24).

26. A purchase invoice submitted by Buyer is paid in full and any amounts owed owing to the Bidder or secure its claim against any of the Bidder’s properties held by the Auctioneer.

27. Purchased lots may be subject to taxes or fees imposed by various foreign taxing agencies. Buyer is responsible for paying all foreign imposed taxes whether VAT, GST, etc. prior to delivery unless other arrangements are made in writing. Lots delivered to Buyer, or Buyer’s representative are subject to all applicable state and local taxes, unless appropriate permits are on file with Auctioneer. Should state sales tax become applicable in the state for delivery prior to delivery of the property on the invoice, Buyer agrees to pay all applicable state sales tax as required by the delivery state as of the shipping date. Buyer agrees to pay Auctioneer the actual amount of sales tax in the event that sales tax is not properly collected due to an exonerated, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect determination of the applicable statute; 3) an error in the form.

28. The appropriate form or certificate must be on file at and verified by Auctioneer five days prior to Auction, or tax will not be paid, only if such form is then on file. The auctioneer or its affiliates expressively reserve the right to modify any such bids at any time prior to the hammer based on the current bid or increments.

29. If a transaction invoice submitted by Buyer is paid in full and any amounts owed owing to the Bidder or secure its claim against any of the Bidder’s properties held by the Auctioneer.

30. Title shall not pass to Buyer until all invoices are paid in full. Auctioneer shall have a lien against the merchandise purchased by Buyer to secure payment of any and all outstanding Auction invoices. Auctioneer is further granted a lien and the right to retain possession of any other property of Buyer then held by Auctioneer or its affiliates to secure payment of any Auction invoice or other amounts due Auctioneer or affiliates from Buyer. With respect to these lien rights, Auctioneer shall have all the rights of a secured creditor under Article 9 of the Texas Uniform Commercial Code, including but not limited to the right of sale.
33. Delivery; Shipping; and Handling Charges: Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24). Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

34. Auctioiner’s Compensation for Transit Services: Auctioneer will provide transit services to Buyer for ¾ of 1% of the Insured Value, plus packaging and handling fees and fees for the common carrier (collectively, “Transit Services”). Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

35. Auctioiner’s Limited Liability for Transit Services: Buyer 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. Buyer may be entitled to recover damages suffered or incurred if property has sustained loss or damage during transit must be reported to Auctioneer within seventy-two (72) hours of the delivery date. Any recovery for loss or damage to any merchandise is limited to the lesser of actual cash value of the merchandise or the value actually paid for the merchandise.

36. Attn: CITIES COMPLIANCE: The purchase of items made from protected species. Any property made from protected species must be accompanied by a Federal or state issued permit or international trade permit and any other permits, licenses, or export permits. In the event the term refers to a value range placed on an item by the Auctioneer in its sole opinion but the final price is determined by the bidders.

37. The bidder acknowledges that he or she is aware of any restriction in their country or place of residence and takes all necessary steps to ensure compliance with those restrictions.

38. The bidder agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

39. Notice: Some merchandise sold by Auctioneer is inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or inhaled or may have latent defects all of which may cause harm to a person. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24). Nothing herein shall be construed to extend the time of Buyer’s purchase price without further obligation. Nothing herein shall be construed to extend the time the buyer may secure by possessory lien any unpaid amount by any of the Buyer’s property in their possession.

40. Auctioiner shall not be liable for breakage of glass or damage to frames (patent or latent), such defects, in any event, shall not be a basis for return or reduction in purchase price.

41. Notice: Some merchandise sold by Auctioneer is inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or inhaled or may have latent defects all of which may cause harm to a person. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

42. In consideration of participation in Auction and the placing of a bid, Bidder expressly releases Auctioneer, its officers, directors and employees, and its affiliates and outside experts that provide second opinions, from any and all claims, causes of action, covenants, promises, obligations, losses, damages, expenses, judgments, and costs of any kind, in connection with the conduct of the Auction right or in any way connected with the consignment of the merchandise included on the invoice. If Buyer owns Auctioneer or its affiliates on any account, Auctioneer and its affiliates shall have the right to offset such unpaid account by any credit balance due at any time, and it may be secured by possessory lien any unpaid amount by any of the Buyer’s property in their possession.

43. No-fault coverage for consequential or other damages, arising out of or in connection with the sale, auction or purchase of the Items, other than personal injuries or death, is provided to the Bidder by a company that is certified by the National Equipment Register (NER) and is a member of the American Association of Automotive Repairers (AAAR). This insurance is not intended to replace the Bidder’s personal insurance.

44. Exclusion of Warranty: No warranty, either expressed or implied, is made with respect to any of the Items, and the Buyer has no right to make any claim to recover damages, incidental damages, or compensatory damages, or any other damages arising or claimed to arise out of the alleged breach of warranty, negligence, or misrepresentation, or any other cause of action, whether in contract, tort, or otherwise, with respect to any of the Items.

45. Choice of Law: Agreement and any Claim shall be determined and construed under Texas law.

46. Remedies: Any Claim must be brought within two (2) years of the alleged breach, default or misrepresentation or such other period of limitation as set forth in the applicable law.

47. Limitation of damages: Buyer agrees that the service and handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

48. Bidder hereby consents to be made a party to all such arbitrations. The applicable Buyer’s Premium and consignor a Seller’s Commission as determined for each auction

49. Remedies: The prevailing party (a) shall be entitled to recover all attorneys’ fees (including a 15% seller’s commission, if consigned to an auction conducted by Auctioneer). Any Heritage Auctions agrees to sell the item to the highest bidder in good faith and to the exclusion of all others. The New York City Auctioneers conducting the sale of behalf of Heritage Auctions No. 1001. Any and all payments made to or for Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.

50. Auctioiner disclaims all liability for damages, consequential or otherwise, arising out of or in connection with the conduct of the Auction right or in any way connected with the consignment of the merchandise included on the invoice. If Buyer owns Auctioneer or its affiliates on any account, Auctioneer and its affiliates shall have the right to offset such unpaid account by any credit balance due at any time, and it may be secured by possessory lien any unpaid amount by any of the Buyer’s property in their possession.

51. The claimant (or respondent) and Auctioneer each consent to the Claim being presented in a confidential binding manner. Bidder consents to be made a party to all such arbitrations.

52. Notice: Some merchandise sold by Auctioneer is inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or inhaled or may have latent defects all of which may cause harm to a person. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

53. Auctioiner shall not be liable for breakage of glass or damage to frames (patent or latent), such defects, in any event, shall not be a basis for return or reduction in purchase price.

54. Notice: Some merchandise sold by Auctioneer is inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or inhaled or may have latent defects all of which may cause harm to a person. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the credit card on file with Auctioneer (subject to the surcharge detailed in paragraph 24).

55. Rules of Construction: Auctioneer presents properties in a number of collectible fields, and as such, specific venues have qualified supplemental Terms and Conditions. Nothing herein shall be construed to waive the general Terms and Conditions of Auction by these additional rules and shall be construed to give force to the rules in their entirety.

State Notices: Notice as to an Auction in California Auctioneer has in compliance with Title 2.5 of the California Civil Code as amended by Proposition 77. Notice as to an Auction in Texas Auctioneer has in compliance with Title 2.5 of the Texas Civil Code as amended by Senate Bill 872. Notice as to an Auction in New York Any and all payments made to or for Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.

4. Waiver of jury trial: The parties hereto agree to conduct all disputes and controversies in connection with, relating to, and/or arising out of Bidder’s participation in Auction or purchase of any lot, any interpretation of the Terms and Conditions of Sale or any amendments theretofore, any description of any lot or condition report, any damage to any lot, any alleged oral verbal modification of any term of sale or condition report or, and/or any purported settlement whether asserted in contract, tort, under Federal or State statute or regulation, or any claim made by Bidder of a lot or Bidder’s participation in Auction involving the auction or a specific lot of merchandise which has been sold at auction or by private sale or consignment, and any claim by an individual or other person or entity including Auctioneer (which claim Bidder consents to be made a party (collectively, “Claim”) shall be exclusively heard by, and the claimant (or respondent) and Auctioneer each consent to the Claim being presented in a confidential binding manner.

Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.

4. Waiver of jury trial: The parties hereto agree to conduct all disputes and controversies in connection with, relating to, and/or arising out of Bidder’s participation in Auction or purchase of any lot, any interpretation of the Terms and Conditions of Sale or any amendments theretofore, any description of any lot or condition report, any damage to any lot, any alleged oral verbal modification of any term of sale or condition report or, and/or any purported settlement whether asserted in contract, tort, under Federal or State statute or regulation, or any claim made by Bidder of a lot or Bidder’s participation in Auction involving the auction or a specific lot of merchandise which has been sold at auction or by private sale or consignment, and any claim by an individual or other person or entity including Auctioneer (which claim Bidder consents to be made a party (collectively, “Claim”) shall be exclusively heard by, and the claimant (or respondent) and Auctioneer each consent to the Claim being presented in a confidential binding manner.

Auctioneer is selling only such right or title to merchandise being sold as Auctioneer may have by virtue of conditions agreements on the date of the auction and disclaims any warranty of title to the merchandise. Any and all employees, and the auction is being conducted in compliance with Sec. 2338 of the Commercial Code and Sec. 535 of the Penal Code.

5. Notice as to an Auction in Texas. In compliance with Texas law 73.106(b)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599. Any complaints may be directed to the same address. Any and all payments made to or for Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.

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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 Auctions, 2801 W. Airport Freeway, Dallas TX 75281. 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 guarantees by Auctioneer that they are genuine. Certain warranties may be available from the grading services and the Bidder is referred to them for further details—Numismatic Guaranty Corporation (NGC), P.O. Box 4776, Sarasota, FL 34278; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, http://www.pcgsm.com/guarantee.html; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Belleview Ave., Suite 50, Englewood, CO 80111.

COINS and CURRENCY TERM E: Notes sold referencing a third-party grading service are sold “as-is” without any express or implied warranty, except for 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 61615-0470; PMG Gold Shield, PO Box 9458, Newport Beach, CA 92658. Third-party graded notes are not returnable for any reason whatsoever.

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

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

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

COINS and CURRENCY 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.

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

COINS and CURRENCY TERM K: All non-certified coins and currency are guaranteed genuine, but are not guaranteed as to grade, since grading is a matter of opinion, an art and not a science, and therefore the opinion rendered by the Auctioneer or any third party grading service may not agree with the opinion of others (including trained experts), and the same expert may not grade the same item with the same grade at two different times. Auctioneer has graded the 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 L: Storage of purchased coins and currency: Purchasers are advised that certain types of plastic may react with a coin’s metal or transfer plasticizer to notes and may cause damage. Caution should be used to avoid storage in materials that are not inert.

COINS and CURRENCY TERM M: NOTE: Purchasers of rare coins or currency through Heritage have available the option of arbitration through 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 N: For more information regarding Canadian lots attributed to the Charlton reference guides, please contact: Charlton International, PO Box 826, Station Willowdale B, North York, Ontario M2K 2R1 Canada.

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 email: CreditDept@HA.com.
MEMORABILIA & HISTORICAL TERMINOLOGY:

MEMORABILIA & HISTORICAL TERM A: Signature® Auctions of Autographs, Sports Collectibles, Music, Entertainment, Political, Americana, Vintage Movie Posters and Pop Culture memorabilia are not on approval. When the lot is accompanied by a Certificate of Authenticity (or its equivalent) from a third-party authentication provider, buyer has no right of return. On lots not accompanied by third-party authentication or under extremely limited circumstances not including authenticity (e.g. gross cataloging error), a purchaser who did not bid from the floor may request Auctioneer to evaluate voiding a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A Bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the Bidder's request within three (3) days of the non floor bidder's receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 35 days after Auction. AFTER THAT 35 DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASONS. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

MEMORABILIA & HISTORICAL TERM B: On any lot presented with a Letter of Authenticity (“LOA”) issued by Auctioneer or its Heritage affiliates, that warranty inures only to the original purchaser (as shown in Auctioneer's records) "Purchaser". Purchaser may not transfer the rights afforded under the LOA and it is null and void when Purchaser transfers or attempts to transfer the lot. The LOA warranty is valid from date of the auction in which Purchaser was awarded the lot to four (4) years after its purchase. The LOA warranty is valid as to its attribution to the person or entity described or to the lot's usage, e.g. game worn. Claim procedure: Purchaser must contact the Auctioneer prior to submission of the lot as to his intent to make a claim and arrange secure shipment. If a lot's authenticity is questioned by Purchaser within the warranty period, Purchaser must present with the claim, authoritative written evidence that the lot is not authentic as determined by a known expert in the sports field. If Auctioneer concurs that the lot is not as represented, Purchaser shall be refunded their purchase price. If the Auctioneer denies the claim, the Purchaser may file the dispute with the American Arbitration Association with locale in Dallas, Texas, before a single arbitration under expedited rules. The LOA does not provide for incidental or consequential damages or other indirect damages. Any lot sold with a certificate of authenticity or other warranty from an entity other than Auctioneer or Heritage's affiliates is subject to such issuing entity's rules and such conditions are the sole remedy afforded to purchaser.

MEMORABILIA & HISTORICAL TERM C: As authenticity and provenance are not warranted, if a Bidder intends to challenge, authenticity or provenance of a lot 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, the written opinion of the expert or may alter a lot's provenance or authenticity. Lots accompanied by 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.

MEMORABILIA & HISTORICAL TERM D: In the event Auctioneer cannot deliver the lot or any lot presented with a Letter of Authenticity (“LOA”) on any lot presented with a Letter of Authenticity (“LOA”) 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 E: The sale of a firearm is subject to federal, state and local laws, regulations and restrictions. Firearms are sold "AS IS" and are not guaranteed by Heritage nor any third party. The buyer is entirely responsible for the transfer and use of this firearm. The buyer is responsible for any and all fines, penalties, taxes and permit fees. The buyer assumes all RISK of LOSS in the handling of the firearm.

MEMORABILIA & HISTORICAL TERMINOLOGY:

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

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

MEMORABILIA & HISTORICAL TERM J: 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.

MEMORABILIA & HISTORICAL TERMINOLOGY:

MEMORABILIA & HISTORICAL TERM K: Special Terms: A canvas with numbers or signatures on it which is not associated with a player or event at any time during the player's career but which includes the number or signature of a player is not considered "Game Used" and is sold "AS IS". 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. 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 TERMINOLOGY:

MEMORABILIA & HISTORICAL TERM L: Additional Terms & Conditions: MEMORABILIA & HISTORICAL AUCTIONS

For California Residents:
SALE OF AUTOGRAPHED COLLECTIBLES: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY COLLECTIBLE DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN EXPRESS WARRANTY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.

REV. 9-17-2019
**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**-face type heading in the catalog description of the lot, with the following exclusions. This warranty does not apply to:

1. **Authorship:** any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be by a pupil or follower of the artist.
2. **Signed (or Dated):** the work has a signature (or date) which in our opinion is not authentic.
3. **Bears Signature (or Date):** the work has a signature (or date) which is not authentic.

In our opinion, the work is by the artist.

In our opinion, the work is of the period of the artist which may be whole or in part the work of the artist.

In our opinion, the work is whole or in part the work of a pupil or follower of the artist.

In our opinion, the work is by a pupil or follower of the artist.

In our opinion, the work is in the style of the artist and is of a later period.

In our opinion, this work is a copy of the artist.

In our opinion, this work is not by the artist, however, previous scholarship has noted this to be a work by the artist.

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

The work has a signature (or date) which in our opinion is not authentic.

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

**FINE AND DECORATIVE ARTS TERM D: The Auction is not on approval. Under extremely limited circumstances (e.g. gross cataloging error), not including attributions in **BOLD**-face type, which are addressed in Term F below, a purchaser who did not bid from the floor may request Auctioneer to evaluate vinding 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. The lot is not to be returned to us until it is received in our offices within 40 days after Auction. AFTER THAT 40-DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASON. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Late remittance for purchases may be considered just cause to revoke all return privileges.

**FINE AND DECORATIVE ARTS TERM E: The catalog descriptions are provided for identification purposes only. Bidders who intend to challenge a **BOLD**-face provision in the description of a lot must notify Auctioneer in writing within forty (40) days of the Auction’s conclusion. In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title or the **BOLD**-face section of description is incorrect, or other transfer or condition issues are raised, 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, the maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

**Notice as to an Auction in New York City:**

This Auction is conducted in accord with the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This is a Public Auction Sale conducted by Auctioneer. The New York City Auctioneers conducting the sale of behalf of Heritage Auctions No. 1364738-DCA (“Auctioneer”) are licensed Auctioneers including Dawes, Nicholas 1304724, Guzman, Kathleen 0762165, Luray, Elyse 2013575, or as listed at HA.com/Licenses and as posted at the venue site.

All lots are subject to the consignor’s right to bid thereon and consignor’s option to receive advances on their consignments. Auctions may offer, in its sole discretion, advances on consignments and extended financing to registered bidders, in accord with Auctioneer’s internal credit standards. Auctioneer will disclose to bidders, upon request, a list of lots subject to an advance, reserve, guarantee, or Auctioneer’s financial interests of any kind. All Terms and Conditions of Sale are available at HA.com and in the printed catalog, including term #21, which states: The Auctioneer, its affiliates, or their employees consign items to be sold in the Auction, and may bid on those lots or any other lots. Auctioneer or affiliates expressly reserve the right to modify any such bids at any time prior to the hammer based upon data made known to the Auctioneer or its affiliates. The Auctioneer may extend advances, guarantees, loans to certain consignors. On lots bearing an estimate, the term refers to a value range placed on an item by the

**Additional Terms & Conditions:**

**FINE AND DECORATIVE ARTS AUCTIONS**

1. **AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLES:** As required by law, a dealer who sells to a consumer any collectible described as being autographed must provide a written express warranty at the time of sale. This dealer may be surety bonded or otherwise insured to ensure the authenticity of any autographed collectible sold by this dealer.
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 Auctions, 2801 W. Airport Freeway, Dallas TX 75281. 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: Sports cards sold referencing a third-party grading service are sold “as is” without any expressed or implied warranty. Certain warranties may be available from the grading services and the Bidder is referred to them for further details. Professional Sports Authenticator (PSA/DNA), 7000 Barranca Pkwy., Irvine, CA 92618; Sportscard Guaranty LLC (SGC), 951 Yamato Rd., Suite 110, Boca Raton, FL 33431; Beckett Grading Service (BGS), 4635 McEwen Rd., Dallas, TX 75244, Baseball Card Exchange, 2412 US Highway 41, Shererville, IN 46375.

SPORTS COLLECTIBLES TERM E: On any lot presented with a Letter of Authenticity ("LOA") issued by Auctioneer or its Heritage affiliates, that warranty inures 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 a dispute with the American Arbitration Association with locale in Dallas, Texas, before a single arbitration under expedited rules. The LOA does not provide for incidental or consequential damages or other indirect damages. Any lot sold with a certificate of authenticity or other warranty from an entity other than Auctioneer or Heritage’s affiliates is subject to such issuing entity’s rules and such conditions are the sole remedy afforded to Purchaser. For information as to third party authentication warranties the bidder is directed to: PSA/DNA, 7000 Barranca Pkwy., Irvine, CA 92618; JT Sports, 3 South Granville Ave., Suite 103, Margate, NJ 08402; MEARS, 1224 East Manitoba Ave., South Milwaukee, WI 53172; JO Sports, P.O. Box 607, Brookhaven, NY 11719; GameWornAuctions.net, 461 Cresta Ct., West Palm Beach, FL 33413; Resolution Photomatching, 12740 89th Pl. NE, Kirkland, WA 98034; Sports Investors Authentication LLC, 5250 Gem Lake Ct., Colorado Springs, CO 80924; as or otherwise noted on the Certificate.

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

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

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

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 SOURELY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY AUTOGRAPHED COLLECTIBLE SOLD BY THIS DEALER.

Rev. 6-1-2020
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 recision 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 A: JEWELRY. As most jewelry sold at auction has been worn, and may have been previously repaired, altered, or embellished, ALL LOTS are sold AS IS. Such wear, repairs or changes may display varying levels of evidence, so it is the responsibility of each prospective bidder to fully inspect each lot before bidding and rely upon their own judgment prior to placing a bid. Bidder acknowledges that the absence of any reference to their condition does not imply the absence of wear, repairs, or defects.

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

JEWELRY, WATCH & LUXURY ACCESSORY TERM C: All descriptions and statements in this catalog and subsequent invoices regarding measurement, authorship, source or origin, or other aspects are qualified opinions and do not constitute a warranty or representation, and are provided for identification purposes only. Auctioneer warrants only such authorship, period or culture of each lot as is set out in the BOLD faced type heading in the catalog description of the lot, with the following exclusions: this warranty does not apply to any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot, or authorship which the date of Auction was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or opinions which may be proven inaccurate by means of scientific processes not generally accepted for use or which were unreasonably expensive or impractical to use at the time of publication of the catalog. Such limited warranty as to authorship is provided for a period of one (1) year from the date of the auction and is only for the benefit of the original purchaser of record and is not transferable, and any claim regarding a bold-faced provision must be accompanied by two written letters by independent and authorized appraisers in support of the claim. It is specifically understood that any refund agreed to by the Auctioneer would be limited to the purchase price.

JEWELRY, WATCH & LUXURY ACCESSORY TERM D: The Auction is not on approval. Under extremely limited circumstances not including authenticity (e.g. gross cataloging error), a purchaser who did not bid from the floor may request Auctioneer to evaluate vouching a sale; such request must be made in writing detailing the alleged gross error, and submission of the lot to Auctioneer must be pre-approved by Auctioneer. A bidder must notify the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of the purchaser’s request within three (3) days of the non-floor bidder’s receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 30 days after Auction. AFTER THAT 30 DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASONS. Lots returned must be in the same condition as when sold and must include any Certificate of Authenticity. No lots purchased by floor bidders may be returned (including those bidders acting as agents for others). Late remittance for purchases may be considered just cause to revoke all return privileges.

JEWELRY, WATCH & LUXURY ACCESSORY TERM E: Pre-auction estimates of value or “bidding estimates” are opinions provided solely as a convenience to clients, and should only be used as approximations of current market value. Estimates do not include Buyer’s Premiums or sales tax.

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

JEWELRY, WATCH & LUXURY ACCESSORY TERM G: Provenance and authenticity are not guaranteed by the consignor or the Auctioneer. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding. Provenance or other information regarding history of ownership may be provided if known, or may be excluded at the request of the consignor.

JEWELRY, WATCH & LUXURY ACCESSORY TERM H: On the fall of Auctioneer’s hammer, Buyers assume full risk and responsibility for lot, including shipment by common carrier or third-party shipper, and must provide their own insurance coverage for shipments.

JEWELRY, WATCH & LUXURY ACCESSORY TERM I: Watches in waterproof and water-resistant cases have been opened to identify type and condition. Auctioneer cannot guarantee that the watches are waterproof or water-resistant at the time of purchase. Buyers are advised to have the watches checked by a competent watchmaker with respect to such attributes.

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

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

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

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

JEWELRY, WATCH & LUXURY ACCESSORY TERM N: Descriptions of Handbags, Purses, and Wallets may denote that the hardware is “gold” or “silver”. Such terms refer to the metal color of the hardware, rather than that the hardware is made of a precious metal. Unless there is specific mention as to carat weight or precious metal weight of the hardware, all descriptions using the terms “gold” or “silver” are descriptive of color of the hardware, not a reference to the hardware being made or plated with a precious metal.

JEWELRY, WATCH & LUXURY ACCESSORY TERM O: California State law prohibits the importation of any product containing Python skin into the State of California, thus no lot containing Python skin will be shipped to or invoiced to a person or company in California.

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

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

Rev. 7-19-2018
Additional Terms & Conditions

DOMAIN NAMES & INTELLECTUAL PROPERTY AUCTIONS

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM A: A domain name must be registered with the current domain registrar for at least 60 days before being transferred to another registrar. Transfers within the current registrar are not limited. Heritage will facilitate the transfer of domains from the consignor, and, separately, to the Buyer. Transfer of domain ownership may take up to 14 days after payment has been verified. Any transfer and/or renewal fees (which vary by registrar) are to be paid by the Buyer to the registrar.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM B: If the change of ownership cannot be completed for any reason, Buyer acknowledges and agrees that Auctioneer shall have no liability or responsibility regarding the same. In the event that the domain name cannot be registered with any registrar through no fault of the Buyer and settlement with the consignor has been made, any action to rescind or negate the purchase shall be solely between the Buyer and the consignor.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM C: Statistics about domains may be provided by Auctioneer in the catalog and online descriptions (e.g. Google Search Results, Google PPC Rate, Domain Age, Year of Registration, traffic and earnings statements, etc.). This information was valid to the best of Auctioneer’s belief based upon third-party information at the time of cataloging, and does not represent a guarantee in any way.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM D: Buyer is responsible for ensuring that your use of the domain name does not infringe upon any third-party rights, relevant laws, or regulations.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM E: Buyer agrees that country code top level domain names ("ccTLDs") may have unique requirements for ownership. Before you bid on any ccTLD, you should review the registry rules, policies, and agreements for the ccTLD to ensure that you can be in compliance with all eligibility requirements.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM F: Buyer shall in all registration processes accurately complete the application form(s) throughout the process, and Auctioneer and consignor shall not be liable for any false or misleading information provided in the application process.

DOMAIN NAMES & INTELLECTUAL PROPERTY TERM G: To the extent that the Properties are subject to dispute resolution either under the "UDRP" or the "DMCA", Buyer agrees to be joined into such dispute resolution procedures as a party and/or with the consignor. If there is a dispute by the Buyer as to his election of registrar, neither the consignor nor Auctioneer shall be involved in that dispute resolution.

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Rev. 9-3-2015
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