

## Stuart Kingston, Inc.

### Conditions of Sale

PLEASE READ THESE CONDITIONS CAREFULLY. IF YOU BID AT A STUART KINGSTON, INC. AUCTION YOU THEREBY AGREE THAT YOU HAVE READ AND ARE BOUND BY THESE CONDITIONS.

These Conditions of Sale, the Catalog Addenda/Errata Sheets, and any written or oral public notice by an officer of Stuart Kingston, Inc. (hereinafter, "Stuart Kingston") before the sale expressly changing these Conditions of Sale and the Catalog Addenda/Errata Sheets shall constitute the entire agreement between Stuart Kingston and the consignor of the offered lots as well as the entire agreement between Stuart Kingston and the bidder or original purchaser.

1. **All Property Sold without Warranty and "AS IS"**. The consignor warrants good title to the purchaser. Stuart Kingston acts as agent for the consignor and as such makes no independent warranty of title. All statements made by Stuart Kingston, its agents and employees, whether oral or written, are statements of opinion only. They are not warranties or representations of fact. Purchasers are deemed to have satisfied themselves as to such matters and no one in Stuart Kingston employ or representing Stuart Kingston has authority to make any warranty or representation of fact as to such matters.

**Stuart Kingston has attempted to catalog and to value the lots fairly and with reasonable accuracy. However, neither Stuart Kingston nor its employees or agents guarantee the genuineness, authenticity, condition or description of any catalogued lot.**

**All property is sold "as is". Neither Stuart Kingston nor the consignor makes any warranty or representation with respect to, not shall they be held responsible or liable for, the correctness of the catalog or other description of the condition, size, quality, rarity, importance, provenance,**

**exhibitions, literature and historical relevance of the property, and no statement in the catalog or at the sale, or in the bill of sale or invoice or elsewhere shall be deemed such a warranty, or representation, or assumption of liability with respect thereto.** Neither Stuart Kingston nor the consignor makes any representation or warranty, express or implied, as to whether the purchaser acquires any copyrights, including but not limited to, any reproduction rights in the property.

Prospective bidders should inspect the property before bidding to determine its condition and whether or not it has been repaired, restored or altered. If a prospective bidder has not examined the property to his satisfaction before sale, or had his own agent, as distinguished from a Stuart Kingston employee, do so for him. Stuart Kingston recommends that he not bid on the property.

Purchasers who before bidding ask a Stuart Kingston employee to examine and describe the condition of an object thereby assume all risk that, in doing so, the employee may fail to report accurately or fully its true condition.

A Stuart Kingston employee may note certain repairs, alterations and imperfections in the catalog, or orally. This, however, does not imply that only those repairs, alterations and imperfections are to be found in that lot. The absence of remarks on the condition of a particular lot does not imply that it is without damage, repair or alteration.

Many of the properties described in the catalog have been subjected to extensive use for a long time; hence bidders need to examine the properties carefully before bidding.

- 2. All bidders are Per Lot; Published Pre-Sale-Estimates.** Unless otherwise announced at the time of the sale, all bids are per lot as numbered in the catalog. Catalog descriptions of each lot generally end with an estimated range of prices within which Stuart Kingston estimates the lot may sell. These estimates are made before the sale and are sometimes revised before the sale. These estimates are hammer price estimates; they do not include the buyers commission due, nor the taxes or tariffs if due.
- 3. Stuart Kingston's Right to Withdraw Property.** Stuart Kingston reserves the right to withdraw any property at any time before the hammer falls and a lot is sold. In that event, Stuart Kingston shall have no liability whatsoever for such a withdraw.

**4. Disputes between Bidders; the Right to Reject Bids; and Bid Increments.** If there is a dispute between bidders, the auctioneer has the sole and final authority to determine the successful bidder or to re-offer the article in dispute. The highest bidder acknowledged by the auctioneer will be the purchaser. If there is a dispute between bidders, or if Stuart Kingston doubts the validity of any bid, the auctioneer has the right to determine the successful bidder or to re-offer and resell the article in dispute.

**If any dispute arises after the sale,** Stuart Kingston sale records shall generally be conclusive. The auctioneer reserves the right to reject any bid. Without limited that broad right of rejections the auctioneer might reject any bid which in his opinion is not commensurate with the value of the lot being offered. Similarly, the auctioneer may reject any raise, which is less than is being called for, or less than the preceding raise.

**5. Buyer's Commission.** The successful high bidder on each lot which Stuart Kingston sells at a public auction understand that in addition to this successful high bid he must pay Stuart Kingston, as a "buyer's commission", an additional 12% of his high bid on each lot, with cash or check payment and 15% with credit card.

By bidding the buyer agrees that if he is the high bidder he will pay Stuart Kingston this commission in consideration of Stuart Kingston having obtained the consignment of the property he has purchased and Stuart Kingston making it available to him. He further understands that Stuart Kingston does not share the buyer's commission with the consignor.

**6. Limited Right to Pay by Check.** Personal check will be accepted only if credit has been established with Stuart Kingston, or if a bank has guaranteed the check's validity. Stuart Kingston reserves the right to hold items paid for by check until Stuart Kingston receives the checks proceeds. The purchaser agrees to pay Stuart Kingston a handling charge of \$50.00 for any check dishonored by the bank on which it is drawn. To insure the delivery is not delayed, new bidders should supply Stuart Kingston with bank or suitable trade references in time for Stuart Kingston to contact the referenced party during business hours at least one day before commencement of the auction.

**7. Limited Right to Pay by Credit Card.** Payment for catalog and purchases up to certain sums may be made by the purchaser using any of the following credit cards: American Express, MasterCard, Visa and Discover. Further credit card information should be obtained from a Stuart Kingston officer. They can be contacted at (302) 227-2524.

**8. Certain Purchaser Responsibilities and Certain of Stuart Kingston's Rights.** On the fall of the auctioneer's hammer, the highest bidder shall have purchased the offered lot in accordance with the conditions set forth herein. Thereupon the purchaser (a) assumes full risk and responsibility for the purchased lot; (b) at Stuart

Kingston's request will sign a confirmation of purchase thereof; (c) will thereupon pay the full purchase price or such part thereof, as Stuart Kingston may require.

All purchases should be paid for and removed from Stuart Kingston's premises by the purchaser at his risk and expense the day of the sale.

If the foregoing Conditions are not complied with by the purchaser, in addition to other remedies available to Stuart Kingston and to the consignor by law, including without limitation the right to hold the purchaser liable for the full purchase price, Stuart Kingston, as its option, may either cancel the sale or resell the property for the purchaser.

If Stuart Kingston cancels the sale, the purchaser thereupon becomes liable to Stuart Kingston for (a) the full buyer's commission, (b) the sales commission and all other charges Stuart Kingston could have charged the consignor but for the purchaser's failure to pay for his purchases, (c) interest of the above at 1.5% per month or any part thereof from the date of the sale, and (d) all reasonable legal and collection agency fees.

If instead of canceling the sale Stuart Kingston decides to resell the property without further notice to the purchaser and without reserve, for his account and risk, the purchaser thereupon becomes liable to Stuart Kingston for the payment of any deficiency in the purchase price, plus all of the costs and expenses, including but not limited to warehousing, the expense of both sales, and Stuart Kingston's commission on both sales at Stuart Kingston's regular rates, and all other charges due hereunder, including but not limited to reasonable legal fees and collection agency fees and any other incidental costs or damages incurred.

A purchaser who refuses to pay for a lot he has purchase is deemed to have granted Stuart Kingston a security interest in, and Stuart Kingston may retain as collateral security for such purchaser's obligations, any property in Stuart Kingston's possession purchases, or otherwise owned or consigned by such purchaser. Moreover, it shall be Stuart Kingston's further right as its option to rescind the sale of any other lots the purchaser may have bought but not paid for and received from Stuart Kingston. Stuart Kingston shall have the benefit of all rights of a secured party under the Uniform Commercial Code as adopted in the State or District where the auction is held.

9. **Stuart Kingston's Right to Reproduce Photographically and to Report Prices.** Stuart Kingston reserves the right at its discretion to publish any or all of the prices realized and to reproduce photographically, or permit

others to reproduce photographically, any of the items which Stuart Kingston photographed and had received for auction.

10. **Packing and Shipping.** Stuart Kingston, in its discretion and at the purchaser's request, may pack and ship items for the purchaser. Purchaser agrees that all such packing and shipping is at purchaser's sole risk and that Stuart Kingston shall not be liable for any loss or damage of those items. Purchaser must pay in advance all packing expenses, including labor, materials, postage, carrier fees, and all insurance charges. In addition to the foregoing, purchaser agrees that Stuart Kingston is not liable for any acts or omissions in the packing or shipping of purchased lots handled by outside carriers and/or packers, or other involved parties.
11. **Limited Right of Rescission.** If within reasonable time (which shall in no event exceed 21 calendar days after the auction) the original purchaser (a) gives written notice to Stuart Kingston alleging that the condition, weight, size, description, title, origin or provenance of a lot purchase was inaccurately and misleading set forth in Stuart Kingston's catalog, or in Stuart Kingston's Addenda/Errata Sheets published after the catalog, so as to have out stated its value substantially, and thereby to have mislead said purchaser; and (b) within five (5) calendar days after such notice returns the lot to Stuart Kingston in the same condition it was in at the time of sale; and (c) establishes the allegation in the notice to Stuart Kingston's satisfaction, the sale of such lot will be rescinded and unless Stuart Kingston has already paid the consignor the money owed to the consignor from the sale, the full purchase price will be refunded.

If prior to receiving such notice from the original purchaser Stuart Kingston has paid the consignor the money owed him from the sale, Stuart Kingston shall pay the original purchaser the amount of Stuart Kingston's commissions and any other sale proceeds received from the purchaser in relation to the rescinded lot. Thereupon, Stuart Kingston shall make demand on the consignor to pay the balance of the purchase price to the original purchaser. If the consignor fails to pay such amount promptly, Stuart Kingston, upon receiving a written request from the original purchaser to disclose the identity and address of the consignor, shall do so and shall assign to said purchaser Stuart Kingston's rights against the consignor with respect the lot sale which is sought to be rescinded. Upon this disclosure and assignment, any liability of Stuart Kingston as consignor's agent with respect to said lot automatically terminates.

This limited right of rescission is available to the original purchaser only and may not be relied upon or assigned to any subsequent transferee of the goods sold. The original purchaser's sole and exclusive remedy against Stuart Kingston in the event of said purchaser's dissatisfaction with lots sold hereunder, for whatever reasons, is the

limited right of rescission described in this Provision No.12. Said purchaser expressly acknowledge and agrees that in no event shall Stuart Kingston be liable for any damages, including without limitation, any compensatory, incidental or consequential damages.

By participating in the auction, the purchaser affirms that he understands his limited right of rescission, and likewise, his duty to examine lots carefully prior to the auction. Should legitimate occasion of rescission arise under the aforementioned conditions, the purchaser understands, as described above, the prompt notice to the auctioneer may facilitate a refund given the auctioneer's limited role once funds have been paid to the consignor.

**12. Delaware Law Governs; Arbitration.** These conditions of Sale and the purchaser's and Stuart Kingston's respective rights and obligations hereunder are governed by Delaware law. By bidding at an auction, whether in person or by agent, order bid, telephone or other means, the buyer or bidder agrees to be bound by these Conditions of Sale. Likewise, by bidding at an auction in person, by an agent, by written bid, by telephone or other means, the buyer shall be deemed to have consented to the jurisdictions of the courts of Delaware as well as the jurisdiction of the Federal Courts sitting in such State or District.

Any controversy or claim arising out of or relating to these Conditions of Sale, or the breach hereof, brought by or against Stuart Kingston (but not including claims brought against the consignor by the purchaser of lots sold hereunder) shall be arbitrated. Upon the other party's refusal to arbitrate either party may compel arbitration pursuant to the following procedures:

- (i) Either party shall send the other written notice identifying the matter in dispute and invoking the procedures of this Provision 13. Within thirty (30) days after such written notice is given, one or more principals of each party shall meet at a mutually agreeable location in Rehoboth Beach, Delaware, for the purpose of determining whether they can resolve the dispute themselves by written agreement and, if not whether they can agree upon a third-party impartial arbitrator (the "Arbitrator") to whom to submit the matter in dispute for final and binding arbitration pursuant to Delaware law.
- (ii) If the parties fail to resolve the dispute by written agreement, or to agree on the Arbitrator with-in said thirty (30) day period, either party shall make written application to the American Arbitration Association, 1150 Connecticut Ave. NW, Washington, DC 20036

13. **Absentee Bids, Telephone Bids and Employee Bids.** Absentee bidding and bidding by telephone during the auction may be done if prior arrangements are made with Stuart Kingston official. However, Stuart Kingston assumes no responsibility if in holding such bidding it errs, or is negligent, or if it fails to execute the bid. Stuart Kingston accepts no responsibility in connection with the bidding by members of its staff on behalf of intending purchasers. Written bidding instructions or instructions given by telephone or other means are accepted at the bidder's risk. Stuart Kingston does not prohibit its employees from bidding for themselves at Stuart Kingston auctions and they may have information generally not available to the public.
14. **Notice of Claimed Violation of Condition of Sale.** If the purchaser claims that any of these Conditions have been violated, his claim must be delivered to Stuart Kingston in writing via US Certified Mail, RRR, within thirty (30) calendar days of the sale or the claim shall be deemed waived.