

**Public Sale LLC
Conditions of Sale**

1. Binding Terms.

The lots listed for auction will be offered by Public Sale LLC as owner or as agent for consignor subject to the following terms and conditions. Where Public Sale LLC is agent, the contract of sale will be directly between the third party seller and purchaser. The following Conditions of Sale constitute the entire agreement with the purchaser relative to the lots listed for auction. By bidding in an auction, you agree to be bound by these Conditions of Sale.

2. Condition and Description of Lots.

a. Description of Lots.

All statements in the catalogue entry for the property, or made orally or in writing elsewhere, are statements of opinion and are not to be relied on as statements of fact. In reaching our opinion, we use the standard of care a purchaser would reasonably expect from an auction house of Public Sale LLC's standing. Public Sale LLC does not carry out in-depth research. References in the catalogue are for guidance only and should be evaluated by personal inspection by the bidder. Neither Public Sale LLC nor the consignor is responsible in any way for errors or omissions in the catalogue or any supplemental material. All measurements and weights are approximate.

Notices amend the catalogue description of a lot after the catalogue has gone to press. They are posted online or are announced by the auctioneer. Please take note of them.

b. Condition of Lots.

All lots are sold "AS IS" in the condition they are in at the time of the sale. Conditions of lots can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. The absence of any reference to the condition of a lot does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging, nor does a reference to the particular defects imply the absence of others. Prospective purchasers are strongly advised to personally examine any property of interest before the auction takes place to determine its condition.

c. No Warranty.

Neither Public Sale LLC nor its consignor makes any express or implied warranty or representation of any kind or nature with respect to merchantability, fitness for a

particular purpose, correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, material, genuineness, attribution, provenance, period, culture, source, origin, exhibitions, literature or historical significance of any lot sold.

3. Copyright.

Public Sale LLC owns the copyright in all images, illustrations and written material produced by or for us relating to a lot (including the contents of our catalogues). You cannot use them without our written permission. Public Sale LLC expressly reserves the right to reproduce any image of the lots sold. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the lot.

4. Estimates.

Each lot in the catalogue is given a low and high estimate representing the range, which in the opinion of Public Sale LLC, represents a fair and probable auction value. When possible, the estimate is based on previous auction records of comparable property, condition, rarity, quality, and provenance of the lot. Estimates can change and are subject to revision. Bidders nor anyone else may rely on an estimate as a prediction or guarantee of the actual selling price of a lot. Estimates do not include the buyer's premium.

5. Bidding.

When making a bid, you accept that in making a bid, you are accepting personal liability to pay the full purchase price, including the buyer's premium and all applicable taxes and other charges, unless it has been explicitly agreed in writing with Public Sale LLC before the commencement of the sale that the bidder is acting as agent on behalf of an identified third party acceptable to Public Sale LLC and Public Sale LLC will only look to the principal for payment.

Public Sale LLC will not be responsible to you for errors or failures to execute bids placed on the internet or on your mobile device, including, without limitation, errors or failures caused by: (i) any loss of connection to the online-only sale; (ii) a breakdown or problems with the online bidding software; and/or (iii) a breakdown or problems with any internet connection, computer, mobile device or system. Public Sale LLC does not accept liability for failing to access the bidding site or to execute an online or mobile internet bid or for errors or omissions in connection with this activity.

Although in our discretion we will execute orders or absentee bids or accept telephone bids as a convenience to our clients, we are not responsible for any errors or omissions in connection therewith.

Public Sale LLC reserves the right, in our absolute discretion, to refuse admission to the

premises or participation in any auction; reject your registration to bid; reject, revoke or refuse to accept any bid (even those that have been previously accepted); withdraw or divide any lot; combine any two or more lots; or, whether during or after the sale, restart or continue the bidding or re-offer the lot.

Bidding opens at a specified bid amount and advances in increments set in the auctioneer's discretion.

The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of error or dispute between bidders, or in the event of doubt on Public Sale LLC's part as to the validity of any bid, whether during or after the sale, the auctioneer has final discretion to determine the successful bidder, to continue the bidding, to cancel the sale, or to reoffer and resell the lot in dispute. If any dispute arises after the sale, the Public Sale LLC sale record shall be conclusive.

6. Withdrawal of Lots.

Public Sale LLC reserves the right to withdraw any lot from the sale whether prior to or during the auction, and shall have no liability whatsoever for such withdrawal.

7. Buyer's Premium.

Public Sale LLC charges the purchaser a buyer's premium on the hammer price of each lot sold. The amount of the buyer's premium is 15% for in house auctions and 20% for online auctions.

8. Payment.

Unless otherwise agreed to by Public Sale LLC in writing, you must pay the total purchase price in full and remove the property from our premises at your expense within 15 days of the sale. The total purchase price includes the hammer price, applicable buyer's premium and sales tax, use tax and excise and any other taxes in accordance with applicable law. Payment may be made in U.S. dollars by cash, check, or credit card (American Express, Visa, or Mastercard). You agree to pay Public Sale LLC a handling charge of \$35 for any check dishonored by the drawee.

Before bidding on a lot, prospective buyers are advised to make their own inquiries as to whether a license is required to export a lot from the United States or to import it into another country. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot.

In the event the property is not removed within 15 days, Public Sale LLC reserves the right to charge a storage fee of \$10 per lot per day.

9. Transferring Ownership to Purchaser.

You will not own the lot and title will not transfer to you until we have received full and clear payment of all amounts due, even where we have already released the lot to you.

10. Transferring Risk to Purchaser.

The risk in and responsibility for the lot will transfer to you from whichever is the earlier of the following:

- a. When the lot comes into your physical possession or that of any person you identify to take possession of the lot;
- b. If you arrange to use a carrier to deliver the goods to you, when the lot is collected by that carrier; or
- c. when you collect the lot.

11. Remedies Available to Public Sale LLC.

If you fail to pay us the total purchase price in full by the due date, or fail to collect your lot within 30 days of a sale, in addition to all legal remedies available to Public Sale LLC and the consignor by law, Public Sale LLC will be entitled to do one or more of the following:

- a. Charge you a late-payment fee not to exceed 18% per annum;
- b. Cancel the sale of the lot and/or any other lot(s) sold to you at the same time or any other auction. If we do this, we may resell the lot(s), in which case you must pay us any shortfall between the total purchase price to us and the proceeds from the resale.
- c. Begin legal proceedings to recover the total purchase price together with our late-payment fee, legal fees and costs to the fullest extent allowed by law;
- d. Reject at any future auction any bids made by you or on your behalf or require a deposit from you before accepting any bids;
- e. Reveal your identity and contact details to the seller; and/or
- f. Take any other action we see necessary or appropriate.

12. Limited Liability.

If for any reason a purchased lot cannot be delivered in as good condition as at the time of sale, or should any purchased lot be stolen, misdelivered, or lost prior to delivery, Public Sale LLC shall not be liable for any amount in excess of that paid by the purchaser. Public Sale LLC is not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommend by us. Packing and handling of purchased lots by Public Sale LLC is at the risk of the purchaser and Public Sale LLC is not liable for loss or damage to such items.

13. Employee Bidding.

Please not employees of Public Sale LLC are permitted to bid in any auction. In the course of their employment it is possible that they may have access to information not available to the public.

14. Waiver.

No failure or delay to exercise any right or remedy provided under these conditions of sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Enforcement of this Agreement.

If a court finds that any part of this agreement is not valid, or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted, and the rest of this agreement will not be affected.

16. Law and Disputes.

This agreement and any rights arising out of this agreement shall be governed and interpreted by the laws of the State of New York. You submit to the exclusive jurisdiction of the federal or state courts located in Columbia County, New York and waive any objection to jurisdiction and venue of any such court.