

(Please Read Carefully)

All Owners and Customers are to carry their own insurance as Insurance of any kind is not included in our prices or services.

All Owners ship at their own risk.

These Conditions of Sale and Limitations of Liability constitute A.B.Levy's (herein referred to as A.B.L's or the Company) and the Consignor's (Seller's) entire agreement with purchasers with respect to all property offered for sale by A.B.L's in its catalogues. These Conditions of Sale are the complete and only terms and conditions in which all property is offered for sale. All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments, will only be handled by A.B.L on the following terms and conditions:

1. **All Property is sold "AS IS."** Neither A.B.L's nor the Consignor makes any guarantees, warranties or representations expressed or implied, with respect to the description, authorship, authenticity, quality, merchantability, fitness, value, physical condition, size, rarity, importance, provenance, exhibitions, literature or historical relevance of any property offered for sale or the correctness or accuracy of any catalogue description provided by A.B.L's. No statement anywhere, whether oral or written shall be deemed such a guarantee, warranty or representation. Prospective bidders should inspect the property before bidding to determine anything that may be of significance to them including without limitation, the property's condition, size, authenticity, value and whether or not it has been repaired or restored. A.B.L's and the Consignor make no representation or warranty as to whether the purchaser acquires any reproduction rights with any properly.

2. However, if within 30 calendar days after the sale of any lot the purchaser gives notice in writing to A.B.L's that the lot is counterfeit and within 14 calendar days after such notice the purchaser returns the lot to A.B.L's in the same condition as when sold, and the purchaser also within 14 calendar days after such notice, demonstrates to A.B.L's satisfaction, by providing properly executed and notarized affidavits

by two (2) recognized scholars or experts in that particular field in which the lot is categorized, that it is counterfeit, A.B.L's will refund the full purchase price.

3. A buyer's premium will be added the successful bid price of each lot and is payable by the purchaser as part of the total purchase price. The buyer's premium per lot is 20% of the successful bid price.

4. A.B.L's reserves the right to withdraw any property prior to and/or during the auction without any notice or explanation. Unless otherwise announced by the auctioneer, all bids are by lot as numbered and described in auction catalogues. Although in A.B.L's discretion to execute order bids or accept telephone bids as a convenience to buyers, who are not able to attend the auction. A.B.L's is not required to do so and is not responsible for any errors or omissions in connection therewith.

5. The auctioneer has the right at his absolute and sole discretion to refuse any bid, to advance the bidding in such a manner as he may decide, to withdraw or divide any lot, to combine any two or more lots and, in the case of error or dispute, and whether during or after the sale, determine the successful bidder to continue the bidding, to cancel the sale or to reoffer and resell the item in dispute. If any dispute arises after the sale, our sale record is conclusive.

6. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer subject to fulfillment by such bidder of all the conditions set forth herein and such bidder thereupon (a) assumes full risk and responsibility therefore, (b) will pay the full purchase price within (5) business days of the auction, or such port as the A.B.L's may accept, and (c) will remove the property from A.B.L's premises at his expense no later than 7 business days following the sale If any portion

of the purchase price is not paid when due, it shall bear interest at the rate of 2% per month.

7. If any applicable conditions contained here are not complied with by the purchaser, A.B.L.'s may, in addition to and without limitation, (a) hold the purchaser liable for the total purchase price, (b) retain any payment made by the purchaser, and/ or (c) resell the property at public auction without reserve or privately and the original purchaser will be liable for any deficiency in the purchase price, all costs and expenses, including without limitation, handling and warehousing, the expenses of both sales, reasonable attorney's fees commissions on both sales at our standard rates, incidental and consequential damages and all other charges due hereunder. In addition, a defaulting purchaser hereby grants to the A.B.L.'s a security interest in and it may retain as collateral security for such purchaser's obligations any property in the A. B.L.'s possession owned by such purchaser. A.B.L.'s shall have all of the rights afforded a secured party under provisions of the Uniform Commercial Code applicable in the State of Florida with respect to such Property and A.B.L.'s may apply against such obligations all monies held or received by A.B.L.'s for the account of, or due from A.B.L.'s to such purchaser. At A.B.L.'s option, payment will not be deemed to have been made in full until A.B.L.'s has collected funds represented by checks, or in the case of bank or cashier's checks and A.B.L.'s have confirmed their authenticity.

8. Unless otherwise indicated, all property offered subject to a reserve, which is the confidential minimum price below which the lot will not be sold. The reserve will not exceed the low estimate printed in the catalogue. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the Seller. The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve either by placing consecutive bids or by placing bids in response to other bidders to protect the seller's reserve.

9. Unless exempt by law, the purchaser shall pay any state and local sales or use tax at the time of the payment as part of the total purchase price or any part thereof. Buyers who retain the Florida Annual Resale Certificate must present a signed and dated copy prior to or at the time of payment

10. These Conditions of Sale as well as the purchaser's and A.B.L.'s respective rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Florida. By bidding at an auction, whether present in person or by agent, order bid, telephone or other means, the purchaser shall be deemed to have consented to the jurisdiction of the state courts of and the federal courts sitting in, the State of Florida.

11. Terms of payment: cash (may not exceed \$10,000), personal check with valid identification, money order, cashier's check, or wire transfer. All funds must clear prior to purchases being released or shipped. If you wish to pay with American Express Master Card or Visa, you must present the Card in person to A.B.L.'s. All charges are subject to the acceptance by A.B.L.'s and on approval by the Card Issuer. Credit card purchases may not exceed \$10,000. Under no circumstances will A.B.L.'s to a purchaser exceed the final purchase price actually paid.

13. Services by Third Parties. The Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded, shipped or exported except as provided in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When A.B.L. carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, airwaybill or other contract of carriage is issued by A.B.L. in which event the terms thereof shall govern.

14. Liability Limitations of Third Parties. A.B.L. is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading receipts or tariffs issued by such carriers,

truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others. A.B.L shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by A.B.L to forward, enter and clear, transport or render other services with respect to such goods.

15. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, A.B.L has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advise by A.B.L to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that A.B.L warrants or represents that such person or firm will render such services.

16. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by A.B.L to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon A.B.L unless A.B.L in writing specifically undertakes the handling or transportation of the shipment as a specific rate.

17. Duty to Furnish Information. (a) On an export at a reasonable time prior to exiting of the goods from U. S. Customs, the Customer shall furnish to A.B.L invoices in proper form and other documents necessary or useful in the preparation of the U. S. Customs exit and, also, such further information as may be sufficient to establish, inter alia, the dutiable value, the classification the country of destination, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to export and/or distribute the merchandise, and the merchandise's exportability, pursuant to U. S. law or regulation . If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U. S. Customs compliance or comply with U. S. laws or regulations, or if the information or documents furnished are inaccurate or incomplete, A.B.L shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where

a bond is required by U. S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by A.B.L as principal, it being understood that A.B.L entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold A.B.L harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to A.B.L the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U. S. and the country of destination of the goods. (c) On an export or import A.B.L shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of A.B.L, in which event its liability to the Customer shall be governed by the provisions of paragraphs 8-10 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to A.B.L by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless A.B.L against any increased duty, penalty, fine or expense including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

18. Declaring Higher Valuation. Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., A.B.L must receive specific written instructions from the Customer to pay such higher charges based on valuation and the trucker, etc. must accept such higher declared value, otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth herein in paragraphs 8-10 below with respect to any claim against A.B.L and subject to the provision of paragraph 2 above.

19. Insurance. A.B.L will make reasonable efforts to effect marine, fire, theft and other insurance upon

the goods only after specific written instructions have been received by A.B.L in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. A.B.L does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs A.B.L to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by A.B.L. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and A.B.L shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to A.B.L by the Customer, or that the shipment was insured under a policy in the name of A.B.L. Insurance premiums and the charge of A.B.L for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless A.B.L receives written instructions from the Customer. Unless specifically agreed in writing, A.B.L assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

20. Limitation of Liability for Loss, etc.

(a) The Customer agrees that A.B.L shall only be liable for any loss, damage expense or delay to the goods resulting from the negligence or other fault of A.B.L; such liability shall be limited to an amount equal to the lesser of fifty dollars (\$50.00) per entry or shipment or the fee(s) charged for services, provided that, in the case of partial loss, such amount will be adjusted, pro rata;

(b) Where A.B.L issued its own bill of lading and receives freight charges as its compensation, Customer has the option of paying a special compensation and increasing the limit of Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit

of A.B.L's liability and the compensation received;

(c) In instances other than in (b) above, unless the Customer makes specific written arrangements with A.B.L to pay special compensation and declare a higher value and Company agrees in writing, liability is limited to the amount set forth in (a) above;

(d) Customer agrees that A.B.L shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

21. Presenting Claims. Company shall not be liable under paragraph 8 for any claims not presented to it in writing within 90 days of either the date of loss or incident giving rise to the claim; no suit to recover for any claim or demand hereunder shall be maintained against A.B.L unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.

22. Advancing Money. A.B.L shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same is previously provided to A.B.L by the Customer on demand. A.B.L shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by A.B.L be construed as a waiver of the provisions hereof.

23. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against A.B.L for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless A.B.L for any amount A.B.L may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney's fees, incurred by A.B.L in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to A.B.L to pay all charges or other money due promptly on demand.

24. C. O. D. Shipments. NO C.O.D. Shipments Allowed.

25. General Lien on Any Property. A.B.L shall have a general lien on any and all property (and documents relating thereto) of the Customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by A.B.L in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, A.B.L may sell at public auction or private sale, upon ten (10) days written notice, certified mail, to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to A.B.L. Any surplus from such sale shall be transmitted to the Customer and the Customer shall be liable for any deficiency in the sale.

26. Compensation of Company. The Compensation of A.B.L for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by A.B.L to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by A.B.L from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, A.B.L shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to their charges. In any referral for collection or action against the Customer for monies due A.B.L, upon recovery by A.B.L, the Customer shall pay the Expenses of collection and/or litigation, including a reasonable attorney fee.

27. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U. S. Customs Service, the regulations of the U. S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. A.B.L shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

28. Indemnity Against Liability Arising from the Importation of Merchandise. The Customer agrees to indemnify and hold A.B.L harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold A.B.L harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which A.B.L may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against A.B.L by any government agency or any private party, A.B.L shall give notice in writing to the Customer by mail at its address on file with A.B.L. Upon receipt of such notice, the Customer at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against A.B.L.

29. Loss, Damage or Expense Due to Delay. Unless the services to be performed by A.B.L on behalf of the Customer are delayed by reason of the negligence or other fault of A.B.L, A.B.L shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event A.B.L is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 8-9 above.

30. A.B.L shall only act as an Independent Contractor on client's behalf where such acts on client are performed pursuant to this Agreement.

31. The submission of incomplete or inaccurate information related to an export, including descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling process at time of exportation, assists, country of origin, etc., makes you liable to severe governmental penalties or sanctions. In the event the information forwarded to us, or which accompanied the shipment does not accurately reflect the entire transaction, it is essential that you immediately notify us so that we can take corrective action.

32. Sale of perishable Goods. Perishable goods to be exported or which are cleared through customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of without any notice to the Customer,

owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event that any shipment is refused or remains unclaimed at destination or any transshipping point in the course of transit or is returned for any reason, the Customer shall nevertheless pay A.B.L for all charges and expenses in connection herewith. Nothing herein contained shall obligate A.B.L to forward or enter or clear the goods or arrange for their disposal.

33. A bond has been posted in your name guaranteeing re-delivery to U. S. Customs of unexamined packages and contents not conforming to the various regulations. Goods should not be disposed of until packages have been released by U. S. Customs, Food & Drug Administration, or other government agencies involved.

34. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of Florida. No legal proceeding against A.B.L may be instituted by the Customer, its assigns, or subrogee except in the County of Palm Beach, Florida.

A.B. Levy Auctioneers, Inc. does not include insurance of any kind on any shipment.

We strongly recommend that you look into the obtaining insurance as all carriers limit their liability; it is recommended that the owner insure the shipment for its actual value.

A.B. Levy Auctioneers, Inc. is authorized to act as the agent of the undersigned and take all steps it deems appropriate in arranging for the shipment of the item. All costs will be paid by the owner. This agreement may only be changed in writing.

Amounts past-due are subject to a service charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by law. In the event it becomes necessary for A.B. Levy Auctioneers, Inc. to bring suit against the consignor for breach of contract of any of A.B. Levy Auctioneers, Inc. terms and conditions, either for recovering of monies due or for damages incurred, shall be entitled to recover, in addition to damages or recovery or monies due, attorney's fees and costs and disbursements of said suit.

In the unfortunate event of a Suit, Florida Law shall apply and Venue for all Suits shall be Palm Beach County, Florida

Signature

Lot #

Name

Item #

Date

Description

Licensed by the State of Florida, AB3195.

Albert B. Levy Auctioneer . No AU4485 available by law