

Terms and Conditions of Auction

拍賣會條款及細則

Auctioneer and Auction:

1. This Auction is presented by Heritage Auctions, a d/b/a/ of Heritage Auctioneers & Galleries, Inc., Heritage Auctions, 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 (HK) Limited, or Heritage Auctions – Europe Cooperatief U.A. as 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 corrections from the podium and those made through the Terms 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. The Buyer's Premium for each Auction is published by Auctioneer in the printed catalog and on the Internet. In addition to the Buyer's Premium, all successful bids placed through third-party platforms including LiveAuctioneers.com, Invaluable.com, or similar third-party platforms shall be assessed a fee of five percent (5%) of the Hammer Price ("Third-Party Platform Fee").

Bidders:

3. Any person participating or registering for the Auction agrees to be bound by and accepts these Terms and Conditions of Auction ("Bidder(s)").
4. All Bidders must meet Auctioneer's qualifications to bid. Any Bidder who is not a client in good standing of the Auctioneer may be disqualified at Auctioneer's sole option and will not be awarded lots. Such determination may be made by Auctioneer in its sole and unlimited discretion, at any time prior to, during, or even after the close of the Auction. Auctioneer reserves the right to exclude any person from the auction.
5. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.

Credit:

6. In order to place bids, Bidders who have not established credit with the Auctioneer must either furnish satisfactory credit information (including two collectibles-related business references) or supply valid payment card information along with a social security number, well in advance of the Auction. Internet bids will only be accepted from pre-registered Bidders. Bidders who are not members of HA.com or affiliates should preregister at least 48 hours before the start of the first session (exclusive of holidays or weekends) to allow adequate time to contact references. Credit will be granted at the discretion of Auctioneer. Auctioneer may, in its sole discretion, require a deposit in good funds of twenty-five percent (25%) of the amount of each bid prior to acceptance of the bid. Additionally Bidders who have not previously established credit or who wish to bid in excess of their established credit history may be required to provide their social security so a credit check may be performed prior to Auctioneer's acceptance of a bid. Settlement via check and immediate delivery of merchandise may also be determined by pre-approval of credit based on a combination of: HA.com history, related industry references, bank verification, a credit bureau report and/or a personal guarantee for a corporate or partnership entity in advance of the auction.

Bidding Options:

7. Auctioneer accepts bids from the Internet, telephone, fax, mail, floor, and HeritageLive! from registered clients.
8. Bids in Signature® Auctions may be placed as set forth in the printed catalog section entitled "Choose your bidding method." For auctions held solely on the Internet, see the alternatives on HA.com. Review at <http://www.ha.com/c/ref/web-tips.zx#biddingTutorial>.
9. Presentment of Bids: Non-Internet bids (including but not limited to podium, fax, phone and mail bids) and floor bids must be on-increment or at a half increment ("Cut Bid"). Any podium, fax, phone, or mail bids that do not conform to a full or half increment will be rounded up or down to the nearest full or half increment and this revised amount will be considered your high bid.
10. Auctioneer's Execution of Certain Bids. Auctioneer cannot be responsible for your errors in bidding or entry of bids. When identical mail or fax bids are submitted, preference is given to the first received. To ensure the greatest accuracy, written bids should be entered on the standard printed bid sheet and received by Auctioneer at least two business days prior to Auction start. Auctioneer is not responsible for executing mail bids or fax bids received on or after the day the first lot is sold, nor Internet bids submitted after the published closing time; nor is Auctioneer responsible for proper execution of bids submitted by telephone, mail, fax, email, Internet, or in person once Auction begins. Bids placed electronically via the internet may not be withdrawn until your written request is received and acknowledged by Auctioneer (FAX: 214-409-1425); such requests must state the reason, and may constitute grounds for withdrawal of bidding privileges. Lots won by mail Bidders will not be delivered at the Auction unless prearranged.
11. Bid Increments. Bid increments (over the current bid level) determine the lowest amount you may bid on a particular lot. Bids greater than one increment over the current bid can be any whole dollar amount. It is possible under several circumstances for winning bids to be between increments, sometimes only \$1 above the previous increment. Please see: "How can I lose by less than an increment?" on our website. Bids will be accepted in whole dollar amounts only. No "buy" or "unlimited" bids will be accepted.

Current bidding increments are:

(see HA.com/c/ref/web-tips.zx#guidelines-increments)

Current Bid	Bid Increment	Current Bid	Bid Increment
< \$100	\$5	\$20,000 - \$49,999	\$2,000
\$100 - \$199	\$10	\$50,000 - \$99,999	\$5,000
\$200 - \$499	\$20	\$100,000 - \$199,999	\$10,000
\$500 - \$999	\$50	\$200,000 - \$499,999	\$20,000
\$1,000 - \$1,999	\$100	\$500,000 - \$999,999	\$25,000
\$2,000 - \$4,999	\$200	\$1,000,000 - \$1,999,999	\$50,000
\$5,000 - \$9,999	\$500	\$2,000,000 - \$9,999,999	\$100,000
\$10,000 - \$19,999	\$1,000	\$10,000,000	\$200,000

Note: Half-increment bidding is available prior to the live auction session.

12. If Auctioneer calls for a full increment, Bidder may request Auctioneer to accept a Cut Bid only once per lot. After offering a Cut Bid, Bidder may continue to bid on lot only at full increments. Off-increment bids may be accepted by the Auctioneer at Signature® Auctions. Bids solicited by Auctioneer at other than the expected increment will not be considered Cut Bids.

拍賣人與拍賣會:

1. 本拍賣會是由Heritage Auctions (即Heritage Auctioneers & Galleries, Inc.、Heritage Auctions, 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 (HK) Limited、或Heritage Auctions – Europe Cooperatief U.A.、的經營別名)所舉辦,目錄封面或互聯網網站HA.com上有適用的發牌資料,以茲識別(「拍賣人」)。本拍賣會根據拍賣會條款及細則和適用的美國州法及地方法律而進行。拍賣台上及透過互聯網網站HA.com上的拍賣會條款及細則所作出的公告及更正會優先於印刷目錄上的公告及更正。

買家佣金:

2. 所有競投均須在成功競投金額以外支付買家佣金。拍賣人將於印刷目錄及官網上公佈每一場拍賣之買家佣金。除買家佣金外,所有透過第三方平台(包括LiveAuctioneers.com、Invaluable.com或其他類似的第三方平台)成功出價的競拍者,均應支付落槌價百分之五(5%)的費用(「第三方平台費」)。

競投人:

3. 任何參與或登記參加拍賣會的人同意本拍賣會條款及細則並受其約束(「競投人」)。
4. 所有競投人必須符合拍賣人所訂的資格才可以競投。根據拍賣人的全權選擇,任何被拍賣人視為沒有良好信譽的競投人可能會被取消資格,且將不會獲得拍賣品。拍賣人可以在拍賣會前、拍賣會期間、甚至在拍賣會結束後的任何時間,以及根據其全權及不受限制之決定權而作出該決定。拍賣人保留從拍賣會中拒絕任何人的權利。
5. 如果一個實體作出競投,即以該實體名義進行競投的人士本身同意保證為任何成功的競投付款。

信貸:

6. 尚未與拍賣人建立信貸關係的競投人必須在拍賣會前提供令拍賣人滿意的信貸資料(包括兩個與收藏品相關的業務參考),或連同社會安全號碼提供有效付款卡資料,方可作出競投。只有已登記的競投人透過我們的互動互聯網計劃所作出的競投才會被接納。非HA.com會員或不屬於其附屬公司會員的競投人,應在拍賣會第一節開始前48小時(假日或週末不計算在內)預早登記以預留足夠的時間核實。競投人的信貸額度將由拍賣人的酌量決定。另外,尚未與拍賣人建立信貸關係的競投人,拍賣人可能需要他們提供每件欲拍得之貨品金額的百分之二十五作為保證金。如競投超出現時信貸額度的競投人,可能需要提供他們的社會安全號碼,以便拍賣人在決定接納競投前進行信貸檢查。簽發支票以及立即交付貨品權利基於事前的信貸批核,信貸批核則基於以下條件:於HA.com的記錄、相關行業參考、銀行查核、信貸局報告和/或在拍賣會前對企業或合夥實體作出的個人擔保。

競投選項:

7. 拍賣人接受來自已註冊客戶的網絡出價,電話委托,傳真委托,書面委托,現場競投以及HeritageLive!現場網絡實時競投的出價。
8. 在Signature®拍賣會中,可以根據印刷目錄中題為「Choose your bidding method」的部份來作出競投。對於只在互聯網上舉行的拍賣會,請參閱HA.com,於<http://www.ha.com/c/ref/web-tips.zx#biddingTutorial>內重溫。
9. 提出競投:非互聯網競投(包括但不限於拍賣台、傳真、電話和郵件競投)會被視為類似於場內競投,而它們必須是按全遞增額或半遞增額(稱為切價)而作出。任何不符合全遞增額或半遞增額的拍賣台、傳真、電話或郵件競投將被四捨五入至最接近的全遞增額或半遞增額,而該修訂後的金額將被視為您的最高競投出價。
10. 有關拍賣人對某類競投之執行。拍賣人不會為您競投中的失誤而負責,所以請仔細檢查輸入每一個競投時正確無誤。如果呈交相同的郵件或者傳真競投,第一個接收到的競投將會予以優先。為保證精確度,您的手寫出價應寫在標準打印紙上,並在拍賣會開始前至少兩個工作天之前送達至拍賣人的營業地點。拍賣人不會執行在首個拍品售出當天或之後才收到的郵件競投或傳真競投,亦不會執行在已公布的截止時間後才收到的互聯網競投;而一旦拍賣會開始,拍賣人也不會繼續執行透過電話、郵件、傳真、電子郵件、互聯網或親身呈交的競投。除非拍賣人(傳真號碼:214-409-1425)收到並確認您的書面請求,否則透過互聯網作出的電子競投未必可以撤回。此類請求中必須說明理由,而請求亦可能構成被撤回競投權利的理由。除非預先安排,否則由郵件競投人所投得的拍賣品將不會送達至拍賣會現場。
11. 競投遞增額注意事項。競投遞增額(對目前競投出價水平)決定您對某特定拍賣品競投的最低價格。對目前競投出價水平大於一個全遞增額的競投可以是任何美元整數金額。在某些情況下,在各遞增額之間成功競投是可能的,偶爾只是比之前的遞增額多出1美元。請於我們的網站參閱「How can I lose by less than an increment?」。只接受美元整數金額的競投。「購買」或「無限」價競投將不獲接納。

目前的出價增幅為:

(請參閱 HA.com/c/ref/web-tips.zx#guidelines-increments)

目前競投出價	競投遞增額	目前競投出價	競投遞增額
< \$100	\$5	\$20,000 - \$49,999	\$2,000
\$100 - \$199	\$10	\$50,000 - \$99,999	\$5,000
\$200 - \$499	\$20	\$100,000 - \$199,999	\$10,000
\$500 - \$999	\$50	\$200,000 - \$499,999	\$20,000
\$1,000 - \$1,999	\$100	\$500,000 - \$999,999	\$25,000
\$2,000 - \$4,999	\$200	\$1,000,000 - \$1,999,999	\$50,000
\$5,000 - \$9,999	\$500	\$2,000,000 - \$9,999,999	\$100,000
\$10,000 - \$19,999	\$1,000	≥ \$10,000,000	\$200,000

請留意:現場拍賣環節前接受半遞增額

12. 如果拍賣人要求一個全遞增額,競投人可要求拍賣人接受半遞增額(「切價」),每項拍賣品只限一次。提出了一次切價後,競投人只可能以全遞增額繼續參加競投。拍賣人只可能在Signature®現場拍賣會接受非遞增競投。如果拍賣人要求預期遞增額以外競投,這些競投將不被考慮為切價。

Conducting the Auction:

13. Notice of the consignor's liberty to place bids on his lots in the Auction is hereby made in accordance with Article 2 of the Texas Business and Commercial Code. A "Minimum Bid" is an amount below which the lot will not sell. THE CONSIGNOR OF PROPERTY MAY PLACE WRITTEN "Minimum Bids" ON HIS LOTS IN 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 on his property on the Auction floor, by any means during the live session, or after the "Minimum Bid" for an Auction have been posted, will require the consignor 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 upon data made known to the Auctioneer or its affiliates.
14. The highest qualified Bidder recognized by the Auctioneer shall be the Buyer. In the event of a tie bid, the earliest bid received or recognized wins. In the event of any dispute between any Bidders at an Auction, Auctioneer may at his sole discretion reoffer the lot. Auctioneer's decision and declaration of the winning Bidder shall be final and binding upon all Bidders. 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 recognized bid accepted as the winning bid, regardless of whether a competing bid may have been higher. Auctioneer reserves the right after the hammer fall to accept bids and reopen bidding for bids placed through the Internet or otherwise. Regardless of placed bids, Auctioneer reserves the right to withdraw any lot, or any part of a lot, from Auction at any time prior to the opening of any such lot by the auctioneer (crier), or in the case of Internet-only auctions when the bid opens for either live Internet bidding or the beginning of any extended period.
15. 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, a person under the age of eighteen, or is not supported by satisfactory credit, references, or otherwise. Regardless of the disclosure of his identity, any bid by a consignor or his agent on a lot consigned by him is deemed to be made in "Good Faith." Any person apparently appearing on the OFAC list is not eligible to bid.
16. Nominal Bids. The Auctioneer in its sole discretion may reject nominal bids, small opening bids, or very nominal advances.
17. 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.
18. All items are 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 system downtime for maintenance and other purposes, during which Bidders cannot participate or place bids. If such outages occur, bidding may be extended at Auctioneer's discretion. Bidders unable to place their bids through the Internet are directed to contact Client Services at 877-HERITAGE (437-4824).
21. From time to time, the Auctioneer, its affiliates, or their employees may consign items to be sold in the Auction.
22. From time to time, the Auctioneer, its affiliates, or their employees may place bids on lots in the Auction.
23. The Auctioneer may extend advances, guarantees, or loans to certain consignors.
24. The Auctioneer has the right to sell certain unsold items after the close of the Auction. 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.

Payment:

25. All sales are strictly for cash in United States dollars (including U.S. currency, bank wire, cashier checks, travelers checks, eChecks, and bank money orders, and are subject to all reporting requirements). All deliveries are subject to good funds; funds being received in Auctioneer's account before delivery of the merchandise; and all payments are subject to a clearing period. Auctioneer reserves the right to determine if a check constitutes "good funds": checks drawn on a U.S. bank are subject to a ten business day hold, thirty days when drawn on an international bank. Clients with pre-arranged credit may receive immediate credit for payments via eCheck, personal, or corporate checks. All others will be subject to a hold of 5 business days, or more, for the funds to clear prior to releasing merchandise. (Ref. T&C item 7 Credit for additional information.) Payments can be made 24-48 hours post auction from the My Orders page of the HA.com website. Payment via card (Visa, Mastercard, and Discover) will be accepted upon prior approval by Auctioneer. All payments by card will incur a surcharge of 2.9%. Payment by eCheck, wire transfer, or check will not incur a surcharge. This fee only applies to credit transactions, and does not exceed Auctioneer's cost of processing.
26. Payment is due upon closing of the Auction session, or upon presentment of an invoice. Auctioneer reserves the right to void an invoice if payment in full is not received within 7 days after Auction close. In cases of nonpayment, Auctioneer's election to void a sale does not relieve the Bidder from their obligation to pay Auctioneer its fees (seller's and buyer's premium) on the lot and any other damages pertaining to the lot or Auctioneer. Alternatively, Auctioneer at its sole option, may charge a twenty (20%) fee based on the amount of the purchase. In either case the Auctioneer may offset amount of its claim against any monies 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 U.S. or foreign taxing agencies. Buyer is responsible for paying all taxes and charges whether sales and use taxes, VAT, GST, tariffs, 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 or use tax become applicable in the state for delivery prior to delivery of the property on the invoice, Buyer agrees to pay same as required by the delivery state as of the shipping date. Buyer agrees to pay Auctioneer the actual amount of tax due plus any interest or penalties required by the taxing authority in the event that sales or use tax is not properly collected due to: 1) an expired, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect interpretation of the applicable statute, 3) or any other reason. The appropriate form or certificate must be on file at and verified by Auctioneer five days prior to Auction, or tax must be paid; only if such form or certificate is received by Auctioneer within 4 days after Auction can a refund of tax paid be made. Lots from different Auctions may not be aggregated for sales tax purposes.
28. In the event that Buyer's payment is dishonored upon presentment(s), Buyer shall pay the maximum statutory processing fee set by applicable state law. If Buyer attempts to pay via eCheck and Buyer's financial institution denies this bank account, or the payment cannot be completed using the selected funding source, Buyer agrees to

進行拍賣：

13. 在拍賣會中，委託人競投自己拍賣品的自由之通知是根據德克薩斯州商業法第2條特此作出。「最低競投出價」是當拍賣品低過此價格時不會出售的價格。拍賣品的委託人可以在拍賣會前在其拍賣品上寫上「最低競投出價」；對於該拍賣品，如落錘價未能符合「最低競投出價」，委託人可以支付下調了的佣金。「最低競投出價」一般都是在拍賣會完結前數天在互聯網上公佈。對於委託人在拍賣會場內、在現場環節以其他方式、或在拍賣會的「最低競投出價」張貼後成功競投他自己的拍賣品，我們需要委託人就該拍賣品支付全額的買家佣金和賣家佣金。拍賣人或其附屬公司明確保留根據我們已知數據在拍賣前任何時候修改任何此類出價的權利。
 14. 買家必須是拍賣人所承認之最合資格競投人。在打成平局的競投之下，最早被收到或被承認之競投會勝出。如任何競投人之間在拍賣會有任何爭議，拍賣人可以根據其全權決定重新出售該拍賣品。拍賣人擁有最終的及具約束力的決定權，判斷和宣佈獲勝的競投人。無論是由場內競投人作出或以其方式妥當地作出的競投，偶爾可能會被錯過或不被識別；在這種情況下，拍賣人會宣佈該已受識別的競投獲接納為勝出競投，無論其他與其競爭的競投出價是否更高。對於在互聯網或其他方式的競投，拍賣人保留在落錘接納競投之後重開競投之權利。無論在任何財產的競投，或任何包含於該項財產的拍品開拍前的任何時間，或只限網上競投的網上現場拍賣或延長開拍的情況下（如有），拍賣人均保留撤回該項財產拍賣的權利。
 15. 拍賣人根據其全權決定有權拒絕執行任何競投或限制任何競投的金額。當競投是由一個破產、不負責任、或未滿十八歲的人士所提出，或該競投沒有令人滿意的信貸、收藏品參考或其他證明作其支持，該競投會被視為「不真誠地」作出。不論其身份披露，任何由委託人或其代理人對自己委託的拍賣品作出任何競投均被視為「真誠地提出」。任何顯然地出現在海外資產管理辦公室（OFAC）名單上的人士均無資格競投。
 16. 微細競投。拍賣人可根據其全權決定拒絕微細競投、微細起始競投價，或非常微細的預支。
 17. 已有估值的拍賣品必須根據拍賣人的全權決定才可以開始競投（一般低估值的40%-60%）。在沒有競投達到或超出開價的情況下，該拍賣品將因不獲出售而被略過。
 18. 所有物品會根據指定的數量逐批發售，並且不得將一批拍賣品分拆。
 19. 在拖欠款項、違反擔保、擁有權爭議、拍賣人文書錯誤、遺漏執行競投出價和底價、或任何其他原因的情況下，拍賣人根據其全權決定，保留作廢某買賣的權利。
 20. 拍賣人偶爾會經歷到互聯網和/或服務器服務中斷，而拍賣人也會定期安排系統停機以作維護或其他用途，因此競投人在此期間不能參與或作出競投。如果出現此類中斷，我們可以根據自己的全權決定，延長拍賣會的競投時間。無法透過互聯網作出競投的競投人會被接駁至877-HERITAGE (437-4824) 與客戶服務聯絡。
 21. 拍賣人、其關聯公司，或其員工均可隨時委託拍品參與拍賣。
 22. 拍賣人、其關聯公司，或其員工均可隨時出價參與拍賣競投。
 23. 拍賣人可向某些委託人提供預先付款，擔保或貸款。
 24. 拍賣人有權在拍賣會結束後出售某些未售出的物品。此類拍賣品須被視為在拍賣會中售出，而且所有本拍賣會條款及細則須適用於此類出售，包括但不限於買家佣金、退貨權利和免責聲明。
- ## 付款：
25. 所有買賣嚴格規定使用美元現金交易（包括美國貨幣、銀行匯款、銀行本票、旅行支票、電子支票和銀行匯票，而這些都需要符合所有申報要求）。所有交付都需要以真實資金付款，即拍賣人的賬戶在送貨前已收到的資金；以及所有款項都受結算期限限。拍賣人保留確認某支票是否構成「真實資金」的權利：美國銀行的支票會被保留十個工作天，而國際銀行的支票會被保留三十個工作天。有被預先安排信貸狀態的客戶可能會透過電子支票、個人支票或企業支票收到即時信貸，以作付款。所有其他款項項會被保留五天或以上。（請參閱本條款及細則第7項信貸以獲取更多資料）在拍賣會後24-48小時內可以在HA.com網站My Orders頁面中進行付款。經拍賣人事先批准，將接受通過付款卡（Visa, Mastercard以及Discover）付款。所有使用付款卡付款的客人均需支付2.9%的附加費。通過電子支票、電匯或支票付款不會產生額外費用。該費用僅適用於信用交易，沒有包括拍賣人的處理費用。
 26. 拍賣會環節一旦結束，或當發票發出後，付款即告生效。如果在拍賣會結束後7天內仍未收到全額付款，拍賣人將保留作廢發票的權利。在欠款的情況下，拍賣人可以作廢某項買賣而不豁免競投人應向拍賣人支付的款項（該拍品的賣家和買家佣金）和任何涉及該拍賣品或拍賣人的賠償。另外，根據拍賣人的全權選擇，拍賣人可能會收取競投者購買之拍品價錢20%的費用。在上述兩種欠款的情況下，拍賣人可以選擇從應向競買人支付的款項中扣除欠款，或是以拍賣人為競買人保管的財產抵消欠款。
 27. 已購買的拍賣品可能需繳納各種美國或外國稅務機構所徵收的稅款或費用。除非另有書面安排，否則買方應負責在交付前支付所有稅款和費用，包括銷售稅和使用稅、增值稅（VAT）、商品及服務稅（GST）、關稅等。除非獲得拍賣人的許可，否則交付給買方或買方代表的拍賣品需遵從所有適用的州稅或地方稅。如果在發票上所列的財產交付前，州銷售或使用稅適用於交付方，則買方同意按照交付州的要求支付相應稅款，該稅款以發貨日期為準。若因以下原因未能正確收取銷售或使用稅，則買方同意向拍賣人支付實際應繳稅額及稅務機關要求的任何利息或罰款：1) 稅務證明或聲明已過期、不準確或不適當；2) 對適用法規的錯誤解釋；3) 或其他任何原因。適當的表格或證明必須在拍賣前五天提交並由拍賣人核實，否則必須支付稅款；只有在拍賣後四天之內拍賣人收到相關表格或證明，才能退還已繳納的稅金。不同拍賣會的拍賣品不得合併計算銷售稅。
 28. 在被拒絕提取競投人的付款的情況下，競投人須支付根據適用的州法所訂之最高法定手續費。如果您嘗試透過電子支票支付，但您的金融機構拒絕從您的賬戶轉賬，或未能以已選擇的資金來源完成該付款，您同意利用您已被記錄在案的付款卡完成付款。

- complete payment using your card on file (subject to the surcharge detailed in paragraph 25).
29. If any Auction invoice submitted by Auctioneer is not paid in full when due, the unpaid balance will bear interest at the highest rate permitted by law from the date of invoice until paid. Any invoice not paid when due will bear a three percent (3%) late fee on the invoice amount. If the Auctioneer refers any invoice to an attorney for collection, Buyer agrees to pay attorney's fees, court costs, and other collection costs incurred by Auctioneer. If Auctioneer assigns collection to its in-house legal staff, such attorney's time expended on the matter shall be compensated at a rate comparable to the hourly rate of independent attorneys.
30. In the event Buyer fails to pay any amounts due, Buyer authorizes Auctioneer to charge the Buyer's card on file with Auctioneer in the amount required to pay the invoice in full or sell the lot(s) securing the invoice to any underbidders in the Auction that the lot(s) appeared, or at subsequent private or public sale, or relist the lot(s) in a future auction conducted by Auctioneer. A defaulting Buyer agrees to pay for the reasonable costs of resale (including a 15% seller's commission, if consigned to an auction conducted by Auctioneer). The defaulting Buyer is liable to pay any difference between his total original invoice for the lot(s), plus any applicable interest, and the net proceeds for the lot(s) if sold at private sale or the subsequent hammer price of the lot(s) less the 15% seller's commissions, if sold at an Auctioneer's auction.
31. 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 any 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 (including a 15% seller's commission, if consigned to an auction conducted by Auctioneer). Any Heritage foreclosure auction venue is deemed a reasonably commercial sale. In addition, with respect to payment of the Auction invoice(s), Buyer waives any and all rights of offset he might otherwise have against Auctioneer and the consignor of the merchandise included on the invoice. If Buyer owes 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 Buyer, and it may secure by possessory lien any unpaid amount by any of the Buyer's property in their possession.
- Delivery; Shipping; and Handling Charges:**
32. Buyer is liable for all shipping, handling, registration, and renewal fees, if any. Auctioneer is unable to combine purchases from other auctions or affiliates into one package for shipping purposes. Merchandise will be shipped in a commercially reasonable time after payment in good funds for the merchandise and the shipping fees is received or credit extended, except when third-party shipment occurs. Buyer on lots designated for third-party shipment must designate the common carrier, accept risk of loss, and prepay shipping costs. Buyer agrees that Service and Handling charges related to shipping items which are not pre-paid may be charged to the card on file with Auctioneer (subject to the surcharge detailed in paragraph 25).
33. Successful international Bidders shall provide written shipping instructions, including specified customs declarations, to Auctioneer for any lots to be delivered outside of the United States. NOTE: Declaration value shall be the item's hammer price together with its buyer's premium and Auctioneer shall use the correct World Customs Organization harmonized code for the lot.
34. On all shipments in which Auctioneer charges the Delivery, Handling, and Transit Fee *infra*, any risk of loss during shipment will be borne by Auctioneer until the common carrier's confirmation of delivery to the address of record in Auctioneer's file, this is the "Secure Location". A common carrier's confirmation is conclusive to prove delivery to Buyer; if the client has a Signature release on file or redirects with the carrier, the package is considered delivered without Signature. Auctioneer shall arrange, select, and engage common carriers and other transportation vendors on your behalf. Transit services are subject to the following terms and conditions:
- a. **Scope of Transit Services:** Merchandise for transit will be insured under one or more insurance policies issued by an authorized broker to Auctioneer. The merchandise will be insured for the invoice price of the properties (hammer price plus Buyer's Premium) ("Insured Value"). For each shipment, Buyer will provide a Secure Location to which the items will be delivered. NOTICE: Auctioneer is neither an insurance company nor a common carrier of any type.
- b. **Auctioneer's Compensation for Transit Services:** Auctioneer will provide transit services to Buyer for ¾ of 1% of the Insured Value, plus packaging and handling fees and fees for the common carrier (collectively, "Delivery, Handling, and Transit Fee"). Buyer agrees to pay Delivery, Handling, and Transit Fee and comply with all terms of payment as set forth herein.
- c. **Auctioneer's Limitation of 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, and Auctioneer has received evidence of delivery. Any claim that 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 of or damage to any merchandise is limited to the lesser of actual cash value of the merchandise or the Insured Value. **Under no circumstances is Auctioneer liable for consequential or punitive damages.**
35. It shall be the responsibility for Buyer to arrange pick-up or shipping in a timely manner (within 10 days). Merchandise will be subject to storage and moving charges, including a \$100 administration fee plus \$10 daily storage for larger items and \$5 daily for smaller items (storage fee per item) after 35 days. In the event the merchandise is not removed within ninety days, the merchandise may be offered for sale to recover any past due storage or moving fees, including a 25% Seller's Commission.
36. A. IMPORTATION RESTRICTIONS AND COMPLIANCE: Please be aware that local laws as to ownership and/or import restrictions may apply on any item auctioned by Auctioneer. It is the Buyer's responsibility to ensure compliance with all applicable regulations and verify that the item may be legally imported and owned by Buyer. While Auctioneer makes a good faith attempt to include in its descriptions any specifications that may affect local laws on ownership and/or import restrictions, Auctioneer makes no representation as to the rights of anyone to own or import any item into any state or country and is not liable if any such restrictions apply to the Buyer. By placing a bid, the bidder acknowledges that he or she is aware of any restriction in their country or place of residence and takes responsibility for: 1) obtaining all information on such restricted items for both export and import; 2) obtaining all such licenses and/or permits; and 3) providing Auctioneer with a shipping address at which it is legal for Auctioneer to deliver the item. The Buyer shall indemnify Auctioneer against any costs incurred, including but not limited to tariffs, penalties, monetary judgments and attorney's fees, should the shipping instructions provided to Auctioneer be contrary to local laws or import restrictions. Delay, failure, or incapacity to complete delivery due to local laws or import restrictions do not relieve the buyer of timely payment or afford them the capacity to void their purchase or payment.
- B. The purchase of items made from protected species: Any property made of or incorporating endangered or protected species or wildlife may have import and/or
29. 如果拍賣人任何已發出的拍賣會發票在到期時仍未被全額支付，未付餘額將由發票開出之日起衍生法律允許的最高利率，直到該款項被支付。任何到期但未被支付的發票將承擔發票金額百分之三（3%）的滯納金。如果拍賣人轉介律師托收任何發票款項，買家同意支付拍賣人因此而引致的律師費、訴訟費，或其他托收費用。如果拍賣人分配其內部法律人員托收任何發票款項，其法律人員對此事所花費的時間須根據相似於獨立律師的每小時收費得以補償。
30. 如果成功競投者未能支付任何到期款項，拍賣人將獲成功競投人授權使用該競投人的已登記付款卡，以支付賬單所示全額。該競投人同時授權拍賣人在隨後的私人或公開發售中出售該拍賣品予任何出價較低的競投人，以抵押該發票。違約競投人同意支付合理的轉售費用（如委託給由拍賣人進行的拍賣會，則包括15%的賣家佣金）。如果在私人發售中出售了該拍賣品，違約競投人有責任支付所有與其原發票的差額，連帶任何適用的利息及與該拍賣品的淨收益之間的差額；如果在由拍賣人進行的拍賣會出售了該拍品，違約競投人則有責任支付在該拍賣會中減去15%賣家佣金後的拍賣品落槌價。
31. 拍賣人保留在交付商品之前獲支付全額真實資金的權利。拍賣人對買家的已購貨品擁有置留權，以抵押拍賣會發票的款項。對於買家其他被拍賣人或其附屬公司扣留的財產，拍賣人更進一步被授予該等財產的置留權及保留擁有該等財產的權利，以抵押任何拍賣會發票的款項或買家欠拍賣人或其附屬公司的其他款項。對於此類置留權，根據德克薩斯州統一商法第9條，拍賣人須擁有作為抵押債權人的一切權利，包括但不限於銷售權利（如果委託給由拍賣人進行的拍賣會，則包括15%的賣家佣金）。任何拍賣場所均被視為合理的商業銷售。此外，對於拍賣會發票的款項，買家放棄他能以另外抵銷拍賣人和委托人在發票上之貨品的任何及所有權利。如果競投人欠付拍賣人或其附屬公司的任何賬戶，拍賣人及其附屬公司有權以任何競投人的信貸餘額來抵銷該欠款，並且可以透過佔有置留權，利用競投人被拍賣人扣留的任何財產以抵銷其任何欠款。直至所有發票被全額支付，擁有權不得傳予給成功競投人。一旦物品已經被交付給公共承運人或第三方運輸公司，買家有責任為其物品提供充份的保險。
- 交付、送遞和手續費：**
32. 買家有責任支付運費、手續費、登記費和續期費（如有）。拍賣人無法基於送遞理由把從其他拍賣會或附屬公司購得的貨品合併為一包裹。除非有第三方送遞，在支付了對貨品的真實資金後並當運費被收到或信貸被增加後，贏得的拍賣品將在商業上被視為合理的時間內送出。指定第三方送遞的本地買家必須指定公共承運人、承受損失風險及預繳運費。買家同意與送遞貨品有關但未預繳的服務費和手續費可能會從拍賣人記錄在案的付款卡中收取。
33. 成功得標的國際競投人應向拍賣人提供書面的運輸指示，包括在美國境外交付的任何拍賣品的具體海關申報。請注意：申報價值應為拍賣品的落槌價加上買家佣金，拍賣人應使用正確的世界海關組織協調編碼進行申報。
34. 所有運費將由中標者承擔。對於所有由Heritage收取寄送費、處理費及運輸費的包裹，在承運人確認貨品已送遞至拍賣人記錄在案的收件地址（「安全地點」）之前，任何在送遞過程中所造成的損失風險將由Heritage負責。承運人的確認是貨品已交付於競投人的有效證明，若客戶曾與承運人協議收件時不需簽名並有記錄存證，或向承運人重新指派，則包裹在沒有簽收的情況下仍會被視為已經交付。拍賣人會代表競投人安排及挑選共同承運人或其他運輸公司。運送服務受限制於以下條款：
- a. 運送服務的規限：您的財產會受到一條或以上由拍賣人授權的經紀人所制定的保險政策所保障。投保額跟據帳單金額而定(落槌價加上買家佣金)〔**投保金額**〕。在每一程運輸送遞，您需要提供一個安全地點以便運送。注意：**拍賣人不會是保險公司或承運人其中之一方。**
- b. 拍賣人在運送服務的補償：拍賣人會分擔投保額度百分之一中的3/4，以及包裝處理費用和承運人的運輸費用(包含「送遞、處理和運送費」)。您須同意繳付送遞費、處理費和運送費，並且遵守此同意書上23至31段所有關於付款的條款細則。
- c. 運送服務上拍賣人承擔責任的限制：買家明白並同意拍賣人，對於拍品的損失或損壞所承擔的責任的限制：於競投人已成功收件，或拍賣人收到簽收證明後即時完結。若您投訴拍品在運輸途中有任何的損失或損毀，您必須於收件日的72小時內跟拍賣人報告。您所得到的補償不能超出拍品的實際價格或投保額。**在任何情況下，拍賣人均不應承擔相應或懲罰性的損害賠償。**
35. 拍品送抵後（十天之內）及時提貨是買家的責任。如未能及時提貨或安排送遞，客戶須在35天後開始支付拍賣品的儲藏及搬運費用，包括行政費100美元，及每天每件10美元(大型物品)和每天每件5美元(小型物品)的儲藏費。若物品在九十天內仍未被提取，該拍賣品可能會被出售以抵銷任何逾期儲藏或搬運費用，包括25%的賣家佣金。
36. A. 進口限制與合規性：請留意，拍賣人拍賣的任何物品都受當地法律對其所有權和/或進口限制約束。買方有責任確保遵守所有適用的法規，並確認該物品是否可以合法進口和擁有。儘管拍賣人嘗試在描述中包含可能影響當地法律的所有權和/或進口限制的規格，但拍賣人對於任何人在任何州或國家擁有或進口任何物品的權利不作任何聲明。如若任何此類限制適用於買家，則拍賣人不承擔任何責任。競投人一旦出價，即承認其知悉其在國家或居住地的任何限制，並承擔以下責任：1）獲取有關該等受限制物品的出口和進口的所有資訊；2）獲取所有相關的許可證和/或執照；3）向拍賣人提供一個可合法交付物品的合法運送地址。如果提供給拍賣人的運送指示違反當地法律或進口限制，買方應賠償拍賣人因此產生的所有費用，包括但不限於關稅、罰款、金錢相關判決和律師費。因當地法律或進口限制而導致的延遲、失敗或無法完成交付，並不解除買方及時付款的責任，也不賦予買方取消其購買或付款的權利。
- B. 購買受保護物種的製品：任何由瀕危或受保護物種或野生動物製成或包含其成分的財產，可能受到進口和/或出口限制，包括但不限於各國和國內根據

- export restrictions, including but not limited to those established by the Convention of International Trade in Endangered Species of Wild Fauna and Flora (CITES) in various countries and domestically. Plant and animal properties include (but are not limited to) items made of (or including) Brazilian rosewood, ivory, whalebone, turtle shell, coral, crocodile, alligator, lizard, wild bird eggs, or other wildlife. These items may not be available to ship internationally or, in some cases, domestically. Auctioneer makes no representation as to the rights of anyone to import any item into any state or country that restricts the importation of items made from protected species. Delay, failure, or incapacity to obtain any such license or permit does not relieve the buyer of timely payment or afford them the capacity to void their purchase or payment. Lots containing potentially regulated wildlife material are noted in the description as a convenience to our clients, to the extent of Heritage's knowledge. Heritage Auctions does not accept liability for errors or failure to mark lots containing protected or regulated species. Domestic bans and restrictions exist in these states: 1) 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. 2) Fossil Ivory is currently banned or restricted in 5 U.S. states: New York, New Jersey, California, Hawaii, and New Mexico. For further assistance, please contact client services at 1-800-872-6467.
36. C. California State law prohibits the importation of any product containing Python skin into the State of California. No merchandise containing Python skin will be shipped to or invoiced to a person or company in California.
36. D. Auctioneer shall not be liable for any loss caused by or resulting from:
- Seizure or destruction under quarantine or Customs regulation, or confiscation by order of any Government or public authority, or risks of contraband or illegal transportation of trade, or
 - Breakage of statuary, marble, glassware, bric-a-brac, porcelains, jewelry, and similar fragile articles.
37. Any request for shipping verification for undelivered packages must be made within 30 days of shipment by Auctioneer.

Cataloging, Warranties and Disclaimers:

38. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO ANY DESCRIPTION CONTAINED IN THIS AUCTION OR ANY SECOND OPINE. Any description of merchandise or second opine contained in this Auction is for the sole purpose of identifying merchandise for those Bidders who do not have the opportunity to view merchandise prior to bidding, and no description of merchandise has been made part of the basis of the bargain or has created any express warranty that merchandise would conform to any description made by Auctioneer. Color variations can be expected in any electronic or printed imaging, and are not grounds for the return of any lot. NOTE: Auctioneer, in specified auction venues, e.g. Fine Art, may have express written warranties and Bidder is referred to those specific terms and conditions.
39. Auctioneer is selling only such right or title to merchandise being sold as Auctioneer may have by virtue of consignment agreements on the date of auction and disclaims any warranty of title to the merchandise. Auctioneer disclaims any warranty of merchantability or fitness for any particular purposes. All images, descriptions, sales data, and archival records are the exclusive property of Auctioneer, and may be used by Auctioneer for advertising, promotion, archival records, and any other uses deemed appropriate.
40. Translations of foreign language documents may be provided as a convenience to interested parties. Auctioneer makes no representation as to the accuracy of those translations and will not be held responsible for errors in bidding arising from inaccuracies in translation.
41. Auctioneer disclaims all liability for damages, consequential or otherwise, arising out of or in connection with the sale of any merchandise by Auctioneer to Bidder. No third party may rely on any benefit of these Terms and Conditions and any rights, if any, established hereunder are personal to Bidder and may not be assigned. Any statement made by the Auctioneer is an opinion and does not constitute a warranty or representation. No employee of Auctioneer may alter these Terms and Conditions, and, unless signed by a principal of Auctioneer, any such alteration is null and void.
42. Auctioneer shall not be liable for damage to frames, frame glass, cases, holders, or third-party grading encapsulations that do not affect the condition of the merchandise presented for auction. Such defects shall not be a basis for return, repair, or reduction in purchase price.

Release:

43. In consideration of participation in Auction and the placing of a bid, Bidder expressly releases Auctioneer, its officers, directors and employees, its affiliates, and its outside experts that provide second opinions, from any and all claims, cause of action, choice of action, whether at law or equity or any arbitration or mediation rights existing under the rules of any professional society or affiliation based upon the assigned description, or a derivative theory, breach of warranty express or implied, representation or other matter set forth within these Terms and Conditions of Auction or otherwise. In the event of a claim, Bidder agrees that such rights and privileges conferred therein are strictly construed as specifically declared herein, and are the exclusive remedy. Bidder, by non-compliance to these express terms of a granted remedy, shall waive any claim against Auctioneer.
44. Notice: Some merchandise sold by Auctioneer is inherently dangerous e.g. firearms, cannons, and small items that may be swallowed or ingested or may have latent defects all of which may cause harm to a person. Buyer accepts all risk of loss or damage from its purchase of these items and Auctioneer disclaims any liability whether under contract or tort for damages and losses, direct or consequential, and expressly disclaims any warranty as to safety or usage of any lot sold.

Dispute Resolution, Arbitration, and Remedies:

- By placing a bid or otherwise participating in the auction, Bidder accepts these Terms and Conditions of Auction, and specifically agrees to the dispute resolution provided herein.
45. Exclusive Dispute Resolution Process: All claims, disputes, or 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 thereto, any description of any lot or condition report, any damage to any lot, any alleged verbal modification of any term of sale or condition report or description, 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 involving a warranty or representation of a consignor 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 arbitration before a single arbitrator administrated by and conducted under the rules of, the American Arbitration Association. The locale for all such arbitrations shall be Dallas, Texas. The arbitrator's award may be enforced in any court of competent jurisdiction. In the event that any Claim needs to be litigated, including actions to compel arbitration, construe the agreement, actions in aid of arbitration, or otherwise, such litigation shall be exclusively in the Courts of the State of Texas, in Dallas County, Texas, and if necessary the

《瀕危野生動植物種國際貿易公約》（CITES）所規定的限制。植物和動物財產包括（但不限於）由巴西玫瑰木、象牙、鯨骨、龜殼、珊瑚、鱷魚、短吻鱷、蜥蜴、野鳥蛋或其他野生動物製成（或包含其成分）的物品。這些物品可能無法運送到外國，在某些情況下或無法在國內運送。拍賣人對於任何人將任何物品進口到任何限制進口受保護物種製品的州或國家的權利不作任何聲明。任何延遲、失敗或無法獲得任何此類許可證或執照，並不解除買方及時付款的責任，也不賦予買方取消其購買或付款的權利。在Heritage所知的範圍內，為方便客戶，含有可能受管制的野生動物材料的拍賣品會在描述中註明。Heritage Auctions不承擔錯誤或未能標示含有受保護或受管制物種的拍品的責任。以下州份存在國內禁令和限制：加利福尼亞州法律禁止將任何含有蟒蛇皮的產品進口至加利福尼亞州，因此任何含有蟒蛇皮的拍品將不會運送或開票給加利福尼亞的個人或公司。2）化石象牙目前在五個美國州被禁止或限制：紐約、新澤西、加利福尼亞、夏威夷和新墨西哥。如需更多協助，請致電 1-800-872-6467 聯絡客戶服務部。

36. C. 加利福尼亞州法律禁止任何含有蟒蛇皮製的產品進口加利福尼亞州，因此含有蟒蛇皮製的產品將不會被運送至加利福尼亞州的人或公司或向其就該類產品開發票。
36. D. 拍賣人毋須對以下情況所引起或造成的任何損失承擔責任：
- 檢疫或海關規定之扣押或銷毀、任何政府或公營機構下令之充公、違禁品或交易的非法運輸之風險，或
 - 雕像、大理石、玻璃製品、古董、瓷器、珠寶及其他類似的易碎物品之損毀
37. 對未交付包裹的任何送遞查核要求必須在拍賣人送遞該包裹後30天內進行。

編制目錄、擔保及免責聲明：

38. 不對在拍賣會中的任何描述或任何附和意見作出任何明示或暗示的擔保。任何在拍賣會中的描述或附和意見只為在拍賣會前未有機會視察拍賣品的競投人作識別該物品之用途，而且對物品的描述不會構成討價還價的依據，亦不會構成該貨品會符合任何拍賣人對其描述的任何明示擔保。任何電子和印刷圖像存有色差屬正常現象，而這並非退回任何拍賣品的理由。注：在特定的拍賣會場地，例如美術品拍賣，拍賣人可能會有明確的書面擔保，而您需參考當中具體的條款和細則。
39. 在拍賣會當日，拍賣人只會憑委託協議所指而出售對物品的某權利或其擁有權，並放棄對拍賣品擁有權作任何擔保。拍賣人放棄對拍賣品針對任何特定用途之適銷性和適用性作任何擔保。所有圖像、描述、銷售數據和檔案記錄均屬拍賣人的專有財產，並可能會被拍賣人用於廣告、宣傳、檔案記錄，及任何其他被視為適當的用途。
40. 外語的翻譯文件可能會提供予有需要人士以便參閱。拍賣人對該翻譯的準確性不作任何聲明，且將不會對因翻譯的不準確而在競投中引起之錯誤而負責。
41. 拍賣人不承擔所有因拍賣人出售任何拍賣品予競投人而引起的或與此有關的損失。第三方不得依仗本條款及細則所賦予的任何利益、及賦予競投人意見而未有分配予他人的任何權利（如有）。拍賣人作出的任何陳述均屬個人意見，並不構成擔保或聲明。拍賣人的任何員工不得更改本條款和細則，除非有拍賣人的代理人簽署，否則任何更改均屬無效。
42. 拍賣人對不影響拍品狀態的框架、玻璃框架、箱盒、封盒或第三方評級封裝的損壞恕不負責。此類瑕疵不應作為退貨、維修或降低購買價格的依據。

豁免：

43. 對於在拍賣會中的參與和作出的競投，競投人明確地豁免拍賣人、其工作人員、董事和僱員、其附屬公司及其提供附和意見的外部專家承擔任何及所有申索、訴訟原因、採取的訴訟行動、衍生揣測、違反明示或暗示擔保、在本拍賣會條款及細則中或其他地方所訂下的聲明或其他事宜的責任，而不論是依據法律、衡平法、還是根據任何專業協會或附屬組織的規則基於指定描述所存在的仲裁或調解權利。在申索時，競投人同意在該等方面授予的權利和特權會嚴格地根據在此的具體聲明被理解，且此等權利和特權是專有的援助措施。若不服從這些被賦予的任何援助措施的明示條款，競投人須放棄對拍賣人所作的任何申索。
44. 注意：某些拍賣人出售的拍賣品本屬危險物品，如槍、大砲、以及可能會被吞嚥、被攝取或可能有潛在風險的小物品，而這所有都可能會對人造成傷害。買家承擔購買此類物品所帶來的一切損失或損害風險。不論是根據合約法或侵權法，拍賣人對直接或間接的損毀和損失不承擔任何責任，並明確地表示放棄對已售拍賣品的安全和使用作任何擔保。

爭議解決、仲裁及補償條款：

- 透過作出競投或以其他方式參與拍賣會，競投人接受本拍賣會條款及細則，並明確地同意在此所提供的爭議解決。
45. 專有爭議解決程序：無論被宣稱是基於合約法、侵權法、或根據聯邦或國家法規或條例，所有與您在拍賣會的參與或在其中的拍賣品購買、任何銷售條款及細則之詮釋或對其之修改、任何對拍賣品的描述或狀況報告、任何拍賣品之損毀、任何聲稱對任何拍賣品的描述或狀況報告的口頭修改和/或據稱的結算有連繫、有關和/或由此而引起的任何申索、糾紛或爭議，或任何由您拍賣品的買家、或牽涉您拍賣品或某特定拍賣品（該拍賣品涉及委託人、其他人或實體（包括拍賣人）的擔保或聲明）之拍賣會參加者所提出的申索（聲稱您同意而作出的一方）（統稱“索賠”），須專有地受美國仲裁協會聆訊，而原告人（或被告）人，視情況而定）及Heritage均同意在出席有一位仲裁員在場、保密有約束力的仲裁，而該仲裁是根據美國仲裁協會的規則進行並受其規管。所有該類仲裁的審判地點須為德克薩斯州達拉斯市。該仲裁員的裁決可於具合資格管轄權的法院執行。如果索賠涉及消費者，德克薩斯州達拉斯市的地區法院對該索賠擁有專有訴訟標的之管轄權，而消費者對訴訟標的和對人管轄權表示同意；消費者進一步明確地放棄任何由陪審團審判的權利。消費者可以選擇上述所指的仲裁。任何涉及錢幣或相關物品的購買或出售之申索可以透過具約束力的專業錢幣行業協會（PNG）仲裁呈請。申索不能獲得集體訴訟證書。

corresponding appellate courts. If a Claim involves a consumer, exclusive subject matter jurisdiction for the Claim is in the State District Courts of Dallas County, Texas and the consumer consents to subject matter and in personam jurisdiction; further CONSUMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. A consumer may elect arbitration as specified above. Any claim involving the purchase or sale of numismatic or related items may be submitted through binding PNG arbitration. A Claim is not subject to class certification.

46. Choice of Law: Agreement and any Claim shall be determined and construed under Texas law. For auctions conducted by Heritage Auctions (HK) Limited, any Agreement and any Claim shall be determined and construed under Hong Kong law.
47. Fees and Costs: The prevailing party (a party that is awarded substantial and material relief on its damage claim based on damages sought versus awarded or the successful defense of a Claim based on damages sought versus awarded) may be awarded reasonable attorneys' fees and costs.
48. Remedies: Any Claim must be brought within two (2) years of the alleged breach, default or misrepresentation or the Claim is waived. After one (1) year has elapsed, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot. Auctioneer in no event shall be responsible for consequential damages, incidental damages, compensatory damages, or any other damages arising or claimed to be arising from the auction of any lot. Exemplary or punitive damages are not permitted and are waived. In the event that Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, in such cases the sole remedy shall be limited to rescission of sale and refund of the amount paid by Buyer; 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. In the event of an attribution error, Auctioneer may at its sole discretion, correct the error on the Internet, or, if discovered at a later date, refund Buyer's purchase price without further obligation. Nothing herein shall be construed to extend the time of return or conditions and restrictions for return.
49. These Terms & Conditions provide specific remedies for occurrences in the auction and delivery process. Where such remedies are afforded, they shall be interpreted strictly. Bidder agrees that any claim shall utilize such remedies; Bidder making a claim in excess of those remedies provided in these Terms and Conditions agrees that in no case whatsoever 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.

Miscellaneous:

50. Agreements between Bidders and consignors to effectuate a non-sale of an item at Auction, inhibit bidding on a consigned item to enter into a private sale agreement for said item, or to utilize Auctioneer's Auction to obtain sales for non-selling consigned items subsequent to Auction, are strictly prohibited. If a subsequent sale of a previously consigned item occurs in violation of this provision, Auctioneer reserves the right to charge Bidder the applicable Buyer's Premium and consignor a Seller's Commission as determined for each auction venue and by the terms of the seller's agreement.
51. Acceptance of these Terms and Conditions qualifies Bidder as a client who has consented to be contacted by Heritage in the future. In conformity with "do-not-call" regulations promulgated by the Federal or State regulatory agencies, participation by Bidder is affirmative consent to being contacted at the phone number shown in his application and this consent shall remain in effect until it is revoked in writing. Heritage may from time to time contact Bidder concerning sale, purchase, and auction opportunities available through Heritage and its affiliates and subsidiaries.
52. Rules of Construction: Auctioneer presents properties in a number of collectible fields, and as such, specific venues have promulgated 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 and effect to the rules in their entirety.

State Notices:

Notice as to an Auction in California. Auctioneer has in compliance with Title 2.95 of the California Civil Code as amended October 11, 1993 Sec. 1812.600, posted with the California Secretary of State its bonds for it and its employees, and the auction is being conducted in compliance with Sec. 2338 of the Commercial Code and Sec. 535 of the Penal Code.

Notice as to an Auction in Texas. Notice is hereby given that the auctioneer is licensed by the Texas Department of Professional Licensing and Regulation, and any concerns may be addressed to Department at P. O. Box 12157, Austin, TX 78711, (512) 463-6599, or <https://www.tdlr.texas.gov/>.

Chinese Translation:

The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Terms and Conditions of Auction take precedence and are binding.

46. 所有協議及申訴均根據德克薩斯州法律訟裁及解釋。對於所有由海瑞得拍賣（香港）有限公司（Heritage Auctions (HK) Limited）舉行的拍賣會，所有協議及索賠均應根據香港法律釐訂和解釋。
47. 收費和費用：勝訴方（基於其損失申索在索償時獲得顯著及實質援助的一方，或者是被要求索償時成功抵禦索賠的一方）可以獲得其合理的律師收費和費用。
48. 補償：所有申索必須在所指的違約行為或失實陳述發生兩年內提出，否則視為放棄該申索。一年後，拍賣人的最高責任金額拍賣人從該拍品上獲得的佣金及其他收入。在任何情況下，拍賣人均不為任何拍品相應而生的損失、補償性賠償，或其他報稱因拍賣造成的損失負責。申訴人不得提出懲罰性的賠償，並放棄該申索。如拍賣人未能提供拍品，或及後證明該拍品沒有所聲稱的產權，或有其他有關轉讓及狀態問題的申訴，補償只限於撤銷買賣及退回買家所付的款項。在任何情況下，拍賣人的最高責任不超過該拍品的最高出價，而該出價在所有情況下被視為拍品價值。如錯標拍品來源，拍賣人可自行決定更正網頁上的錯誤，如在較後的時間發現錯誤，拍賣人亦可自行決定退還買家的購買價格，並以此解除所有責任。此條款不能解作延長退貨時限或退貨條款及限制。
49. 本條款及細則出為拍賣會及交付過程中發生的事故提供具體的援助措施。在提供這些援助措施時，這些措施都須被嚴格詮釋。競投人同意任何申索都須利用這些援助措施；若競投人作出本條款及細則可提供的援助措施以外之申索，競投人同意在任何情況下拍賣人的最大責任都不得超過拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。

其他：

50. 競投人與委託人之間嚴格禁止訂下任何協議以在拍賣會中導致一件物品不可出售、防止被委託物品在競投中進入其私人銷售協議、或在拍賣會後利用拍賣人的拍賣會取得非待售的被委託物品之銷售。如果某先前被委託的物品的隨後銷售違反本條款，根據每個拍賣會的場地及賣家協議的條款所定，拍賣人保留收取競投人適用的買家佣金及收取委託人賣家佣金的權利。
51. 接受這本條款及細則代表競投人已合資格成為客戶，並已同意Heritage在將來可以接觸他。在符合聯邦或州份監管機構頒布的「謝絕來電」法規，競投人的參與對透過顯示在申請的電話號碼被接觸代表肯定的同意，並且須維持有效直至書面撤銷。Heritage、其附屬公司及其分公司可能會不時就有關銷售、購買和拍賣機會接觸競投人。
52. 場地守則：拍賣人會在各種收藏品場地展示拍賣品，因此，特定場地已頒布補充條款及細則。這些額外規則須得到其全部效力和作用，不得被理解為豁免了一般的拍賣會條款及細則。

州份通知：

對在加利福尼亞州的拍賣之通知。拍賣人已符合修改於 1993 年 10 月 11 日的加利福尼亞州民法第 2.95 章第 1812.600 節，並已讓加利福尼亞州州務卿了解拍賣人對其及其僱員持有的債券，且拍賣是符合商法第 2338 節及刑法第 535 節而進行。

對在德克薩斯州的拍賣之通知。特此通知，拍賣人已獲得德克薩斯州專業牌照和監管部門的許可，如有任何查詢，歡迎與我們聯絡。公司地址：P. O. Box 12157, Austin, TX 78711，電話：（512）463-6599，網站：<https://www.tdlr.texas.gov/>。

中文譯本：

中文譯本僅供參考之用。若中英文版本有歧義，應以拍賣會條款及細則的英文版本為準。

Additional Terms & Conditions: COINS & CURRENCY

COINS & CURRENCY TERM A: 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 the appropriate department head (check the inside front cover of the catalog or our website for a listing of department heads) in writing of such request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated must be in our offices within 30 days after Auction. Grading 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. ANY LOTS PRESENTED "Sold As Is, No Return Lot," MAY NOT BE RETURNED FOR ANY REASON, INCLUDING 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 & CURRENCY TERM B: 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 & CURRENCY TERM C: Coins sold referencing a third-party grading service are sold "as is" without any express or implied warranty, except for a guarantee by Auctioneer that they are genuine. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Numismatic Guaranty Corporation (NGC), P.O. Box 4776, Sarasota, FL 34230, <http://www.ngccoin.com/services/writtenguarantee.asp>; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, <http://www.pcgsc.com/guarantee.html>; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Bellevue Ave., Suite 50, Englewood, CO 80111.

COINS & CURRENCY TERM D: 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 4711, Sarasota FL 34230; PCGS Currency, PO Box 10470, Peoria, IL 61612-0470; PCGS Gold Shield, PO Box 9458< Newport Beach, CA 92658. Third party graded notes are not returnable for any reason whatsoever.

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

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

COINS & CURRENCY TERM H: 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 & CURRENCY TERM I: 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.

附加條款及細則： 錢幣及紙幣

錢幣及紙幣條款 A：拍賣會不設退換服務。已認證的物品都不得因為第三方組織、代理商或服務商可能對評級持不同意見而獲退還。已售及隨後被呈交予第三方評級服務的未認證拍賣品不會獲評級擔保。本政策絕對沒有例外。在極少的情況下（例如嚴重的編目錯誤），非在場內作出競投的買家可以要求拍賣人評估能否作廢某銷售；此類請求必須以書面形式詳細說明涉嫌的嚴重錯誤；向拍賣人呈交拍賣品必須預先得拍賣人批准；及競投人必須在非場內競投人收到拍賣品後的三（3）天內以書面通知相關部門主管（請瀏覽圖錄內頁或我們的網站以查看部門主管名單）該要求。任何將被評估的拍賣品必須在拍賣會後 30 天內被送到我們的辦公室。此評估過程不會取決於評級或製造方法，而對評級或製造方法的投訴也不會構成挑戰拍賣品真實性的依據。在這 30 天的期限後，拍賣品不得以真實性以外的理由而被退回。被退回的拍賣品必須完好無缺地被交到其原持有人手上。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。除了以真實性為由，被場內競投人買入的拍賣品不得被退回（包括作為別人的代理人的競投人）。遲購物匯款可能會被視為撤銷所有特權的合理理由。

錢幣及紙幣條款 B：除了以真實性為由，在任何拍賣會前已檢查了拍賣品、出席了拍賣會或透過代理人競投的競投人，將不被賦予任何退貨特權。

錢幣及紙幣條款 C：除非拍賣人保證其真實性，參考第三方評級服務的已售錢幣會「以其現狀」售出，並沒有任何明示或暗示的擔保。某些擔保可能可以從評級服務中獲得，競投人需參考它們作進一步了解：Numismatic Guaranty Corporation (NGC), P.O. Box 4776, Sarasota, FL 34230, <http://www.ngccoin.com/services/writtenguarantee.asp>; Professional Coin Grading Service (PCGS), PO Box 9458, Newport Beach, CA 92658, <http://www.pcgsc.com/guarantee.html>; ANACS, 6555 S. Kenton St. Ste. 303, Englewood, CO 80111; and Independent Coin Grading Co. (ICG), 7901 East Bellevue Ave., Suite 50, Englewood, CO 80111。

錢幣及紙幣條款 D：除非拍賣人保證其真實性，參考第三方評級服務的已售紙幣會「以其現狀」售出，並沒有任何明示或暗示的擔保。評級、狀況或其他可能會對任何拍賣品的價值構成其他重大的影響，而其他人士（包括第三方評級服務，如 PCGS Currency 和 PMG）可能會與拍賣人持不同意見。拍賣人毋須受任何評級服務任何之前或之後的意見、決定或認證約束。就評級服務的意見、決定、認證，或其對以上之缺乏，競投人明確地放棄因這些理由而退回任何貨品的任何申索權利。某些擔保可能可以從評級服務中獲得，競投人需參考它們作進一步了解：Paper Money Guaranty (PMG), PO Box 4711, Sarasota FL 34230; PCGS Currency, PO Box 10470, Peoria, IL 61612-0470; PCGS Gold Shield, PO Box 9458, Newport Beach, CA 92658. 任何由第三方評級的紙幣不得以任何理由獲退回。

錢幣及紙幣條款 E：2009 年 2 月 4 日至 2019 年 1 月 30 日期間由 PCGS Currency 評級的紙幣，皆根據 Collectors Universe 公司的許可證由 K3B 公司評級並確實為真品。K3B 公司（現以 Legacy Currency Grading 名稱營運）已書面表示，於以上時期及根據以上許可證評級的紙幣仍會獲 PCGS Currency 完整書面品質擔保。而 Collectors Universe 公司可能為 2009 年 2 月 4 日以前由 PCGS Currency 評級的所有紙幣提供品質擔保。

錢幣及紙幣條款 F：由於我們無法檢查已封好的錢幣或紙幣，它們在沒有我們的評級意見下「以其現狀」出售，並未必可以以任何理由被退回。拍賣人毋須就任何已封好的收藏品的任何明顯或潛在的缺陷或由此而引起的爭議負責。在該情況下，買家的援助措施（如有）須只針對認證收藏品的服務。

錢幣及紙幣條款 G：由於評級標準會隨著時間不斷變化、各有不同的詮釋及其後擁有者可能對物品處理不當，拍賣人保留給予物品一個異於任何評級服務對該物品發出的證書所示之評級的評級權利。拍賣人還保留給予物品一個異於之前的目錄所示之評級的評級權利，如果該物品會在未來被重新委託。

錢幣及紙幣條款 H：雖然共識評級廣被評級服務採用，該注意的是評級就如先前所說並非精確科學。事實上，如果某拍賣品從其膠套拿出並重新將其呈交至其他評級服務甚或是同一服務，該拍賣品都可能會獲得不同的評級。

錢幣及紙幣條款 I：針對與潛在波動市場相關的正常風險，認證不能保證可以發揮保護作用。已認證錢幣和收藏品的流動性將根據一般市場狀況和所涉及的特定拍賣品而改變。於某些時間，某些拍賣品可能沒有其活躍市場可言。

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

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

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

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

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: COINS & CURRENCY take precedence and are binding.

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

錢幣及紙幣條款 J: 所有未被認證的錢幣和紙幣都保證是正品，但其評級則不作保證，因為評級是在藝術方面的意見，不是科學。因此，由拍賣人或第三方評級服務所提供的意見未必一致（包括訓練有素的專家），而同一專家在兩個不同時間對同一物品的評級也未必一樣。拍賣人認為他對未被認證的錢幣所作出的評級是根據拍賣人對當時（編制目錄的日期）美國錢幣協會標準的理解而作出的。沒有任何明示或暗示擔保保證拍賣人所使用的評級標準會在未來任何時間符合任何評級服務的標準。

錢幣及紙幣條款 K: 對已購買的錢幣和紙幣的儲存：購買者要注意某些類型的塑料可能會與錢幣的金屬產生反應或把塑化劑傳至紙幣上，因而可能產生損毀。請小心避免使用非惰性的儲存物料。

錢幣及紙幣條款 L: 注：透過 **Heritage** 購買稀有錢幣或紙幣的買家可以選擇專業錢幣協會（PNG）進行仲裁；如果在爭議未解決的十（10）天內仍未作出選擇，拍賣人可以選擇 PNG 或美國仲裁協會（A.A.A.）進行仲裁。

錢幣及紙幣條款 M: 如欲了解更多關於 Charlton 參考指南中的加拿大拍賣品，請聯絡：Charlton International, PO Box 820, Station Willowdale B, North York, Ontario M2K 2R1 Canada。

錢幣及紙幣條款 N: 融資。拍賣人為預先批核的合資格人士和公司提供了各種新增的付款方式。選項包括延期付款計劃（EPP）、靈活付款計劃（FPP）和經銷商條款。每個計劃都有其特定的條款及細則且得到嚴格執行。每個計劃必須是由買家執行。拍賣人保留隨時修改或拒絕提供信貸之權利，並且在這種情況下本拍賣會條款及細則須發揮其作用。

中文譯本：中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：錢幣及紙幣的英文版本為準。

請致電 877-HERITAGE（437-4824）或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions: MEMORABILIA & HISTORICAL AUCTIONS

MEMORABILIA & HISTORICAL TERM A: 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. ANY LOTS PRESENTED "Sold As Is, No Return Lot," MAY NOT BE RETURNED FOR ANY REASON, INCLUDING AUTHENTICITY. 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 arbitrator 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 opine of a qualified third party expert and there is no assurance after such presentment that Auctioneer will validate the claim. Authentication is not an exact science and contrary opinions may not be recognized by Auctioneer. Even if Auctioneer agrees with the contrary opinion of such authentication and validates the claim, Auctioneer's liability for reimbursement for any opine by Bidder's expert shall not exceed \$500. Acceptance of a claim under this provision shall be limited to rescission of the sale and refund of purchase price; 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. While every effort is made to determine provenance and authenticity, it is the responsibility of the Bidder to arrive at their own conclusion prior to bidding.

MEMORABILIA & HISTORICAL TERM D: In the event Auctioneer cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price; in no case shall Auctioneer's maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

MEMORABILIA & HISTORICAL TERM E: Material sold referencing a third-party grading service are sold "as is" without our grading opinion and without any express or implied warranty. No returns of IGS-certified, VHSDNA-certified, or Beckett-certified material will be accepted for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated material. Certain warranties may be available from the grading services and Purchaser's sole remedy shall be against the service grading the material. Purchaser is referred to relevant grading service for further details: Investment Grading Services (IGS), 4221 Wilshire Blvd, #322, Los Angeles, 90010; VHSDNA/Beckett Collectibles, 2700 Summit Ave, Ste. 100, Plano, TX 75074. Even with optimal shipping methods, holders may occasionally incur chipping and cracking during transit. Auctioneer will ensure the integrity of the encapsulated merchandise but cannot guarantee the condition of the holders upon delivery and will not accept returns for holder damage unless it affects the graded condition of the merchandise. If damage to the holder compromises the integrity of the holder or the merchandise's condition, Auctioneer will facilitate reholding at its expense or reimburse anticipated reholder fees.

附加條款及細則： 紀念品及歷史文物拍賣會

紀念品及歷史文物條款 A：拍賣簽名、體育收藏品、音樂、娛樂、政治、美國文物、復古電影海報和流行文化紀念品的拍賣會均不設退換服務。當拍賣品附有由第三方鑑定服務機構所發出的真品證書（或同等證明），買家無權退回該拍賣品。在拍賣品沒有經由第三方鑑定或在極其少的情況下（不包括真實性）（例如：嚴重的編目錯誤），沒有在場內進行競投的買家可以要求拍賣人評估是否作廢其銷售；此類請求必須以書面形式詳細描述據稱的嚴重錯誤，以及向拍賣人呈交拍賣品必須預先獲得拍賣人的批准。非場內競投人必須在收到拍賣品的三（3）天內以書面形式通知相關的部門主管（請於目錄封面內頁或我們的網站內查閱部門主管列表）提出申索請求。任何將被評估以申請退回的拍賣品必須在拍賣會後的 35 天內送達至我們的辦公室。在該 35 天的期限後，不得以任何理由退回拍賣品。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。被退回的拍賣品必須與其出售時的狀況相同，任何真品證書須被一併退回。被場內競投人（包括作為別人的代理人的競投人）買入的拍賣品不得被退回。遲購物匯款可能會被視為撤銷所有退貨特權的合理理由。

紀念品及歷史文物條款 B：對於任何有展示出由拍賣人或其附屬公司發出的真品證明信（「真品證明信」）的拍賣品，當中的擔保只適用於原購買者（根據拍賣人記錄所示），即「買家」。買家未必能轉讓真品證明信所賦予的權利；而且當買家轉讓或試圖轉讓拍賣品時，真品證明信即屬無效。該真品證明信對拍賣品的擔保由買家於拍賣會獲得拍賣品當日起生效，有效期為購買後四（4）年。該真品證明信的擔保對其所述的歸屬之人士或實體或對該拍賣品的使用均有效，例如比賽球員使用過的衣服。申索程序：當買家意圖作出申索及為拍賣品安排安全送遞，買家必須於呈交拍賣品之前聯絡拍賣人。如果在擔保期間買家質疑某拍賣品的真實性，買家必出示申索，即體育界知名專家確認該拍賣品並非真品的權威性書面證據。如果拍賣人同意該拍賣品與聲明不符，買家須獲相等於其買入價的退款。如果拍賣人否定該申索，買家可以向位於德克薩斯州達拉斯市的美國仲裁協會提交爭議，並根據快速規則，由單一仲裁員進行仲裁。該真品證明信不會為意外或隨之發生的損失或其他間接損失作賠償。任何附有真品證書的拍賣品，或附有由拍賣人以外或 Heritage 的附屬公司以外的實體所作出的其他擔保的拍賣品，會受到作出該擔保的實體的規則所限，而該等細則是對買家的唯一援助措施。

紀念品及歷史文物條款 C：由於真實性及出處不受擔保，如果競投人意圖挑戰拍賣品的真實性或出處，他必須在拍賣會結束的三十五（35）天內以書面形式通知拍賣人。對於任何有關出處或真實性的申索，競投人必須把可信和確切的證據或具資格的第三方專家發出的意見傳達至拍賣人，但該提出不保證拍賣人會證實該申索為有效。鑑定不是一門精密科學，而拍賣人未必能識別出相反的意見。即使拍賣人同意該鑑定，該相反意見並證實該申索為有效，對於競投人的專家的任何意見，拍賣人的賠償責任不得超過 500 美元。根據本條款而接受的申索須限於撤銷該銷售及退回買入價之款項；拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。當已用盡一切努力以確定出處和真實性，競投人有責任在競投前自行達成結論。

紀念品及歷史文物條款 D：若拍賣人不能交付拍賣品或該拍賣品隨後被確認為缺乏擁有權，或被申索有其他轉讓或狀況問題，拍賣人的責任須限於撤銷該銷售及退回買入價之款項；拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。在拍賣會結束的一年後，拍賣人的最大責任須限於拍賣人從該拍賣品所賺取之任何佣金和費用。

紀念品及歷史文物條款 E：參考第三方評級服務出售的材料均以「現狀」出售，不包含我們的評級意見，也不包含任何明示或暗示的保證。IGS 認證、VHSDNA 認證或 Beckett 認證概不接受任何理由的退貨。拍賣人不對任何包裝材料上明顯或潛在缺陷或引起的爭議承擔責任。評級服務機構可能提供某些保證，因此買方的唯一補償應針對評級服務。買方如需更多詳情，請參考相關評級服務：Investment Grading Services (IGS), 4221 Wilshire Blvd, #322, Los Angeles, 90010；VHSDNA/Beckett Grading Services, 2700 Summit Ave, Ste. 100, Plano, TX 75074。即便採用最優質的運送方式，封盒在運輸過程中偶爾也可能出現破裂和裂損。拍賣人會確保封裝拍品的完整性，惟不能保證封盒在交收時的狀態，除非其損壞影響到拍品的評級，否則不接受退貨。如果封盒的損壞影響到封盒或拍品的完整性，拍賣人會協助換盒，並承擔或償還換盒的預計費用。

MEMORABILIA & HISTORICAL TERM F: Due to the unique nature of boxes of sports, non-sports trading card, and collectible card game materials, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. Any Bidder or Purchaser who intends to challenge authenticity or provenance of a box lot must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a box lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the authenticity, provenance, or other transfer or condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer's maximum liability exceed the commissions and fees Auctioneer earned on that lot.

MEMORABILIA & HISTORICAL TERM G: On the fall of Auctioneer's hammer, buyer assumes full risk and responsibility for lot, including shipment by common carrier, and must provide their own insurance coverage for shipments.

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

SPECIAL TERM K: GUITARS: Bidders are urged to make a personal inspection of any guitar that they intend to bid on as there is a limited right of return. Heritage makes a visual inspection of the guitars to determine whether there are patent defects and whether the date and manufacturer corresponds to the description. Returns are not accepted for latent defects, structural issues, or mechanical and sound reproduction issues. It should be assumed that set up, adjustments and normal maintenance are necessary.

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

MEMORABILIA & HISTORICAL TERM M: 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.

Heritage Auctions provides as much information as possible but strongly encourages in-person inspection. Condition statements are offered as general guidance only, not as complete representations of fact, and do not constitute a warranty or assumption of liability by Heritage. Some condition issues may not be noted but may be visible in the photos, which are considered part of the condition report. Lots estimated at \$1,000 or less are not de-framed for inspection, and we may be unable to provide additional details for lots valued under \$500. Heritage does not guarantee the condition of frames and is not liable for damage to frames, glass/acrylic coverings, original boxes, display accessories, or artwork that has shifted in the frame. All lots are sold "AS IS" under our Terms & Conditions of Auction.

紀念品及歷史文物條款 F：由於其獨特性，所有盒裝體育及非體育卡牌、收藏遊戲卡牌，以及其他未經第三方評級或確認其真實性的拍品一律以「現狀」出售，並且沒有任何明訂或默示保證條款。所有競投人或買家如欲反對該盒裝拍品的真實性或來源，必須在拍賣完結後三十（30）天以內書面通知拍賣人。如該項拍品經非公開方式出售，買家須於賬單日期起三十（30）天內以書面通知拍賣人。若成功證明該項拍品不具所有權、有效來源、真實性，或成功確立其他在三十天期限前提出有關轉讓或拍品狀態的申索，拍賣人會承擔的法律責任只限於撤銷買賣和退回買入價格。在任何情況下，拍賣人均不會承擔超出該拍品最高出價或買入價格的金額，而該競投價會在所有用途下被當作該項拍品的價值。三十天期限過後，該盒裝拍品會被視作已經出售，買家的退貨權，有關其真實性、來源、以及其他就其轉讓或狀態的申索所有均已終絕及無效。為免生疑問，三十天期限過後，在任何情況下，拍賣人均不會承擔超出佣金及拍賣人由該項拍品賺得的金額。

紀念品及歷史文物條款 G：自拍賣人落錘，買家承擔拍賣品的全部風險和責任，包括公共承運人的送遞，以及必須自行對送遞投保。

紀念品及歷史文物條款 H：拍賣人符合所有有關購買、登記和送遞槍械的聯邦和州份規則和法例。買家需提供適當的文件和支付相關費用（如有需要）。買家有責任提供適合接收槍械的送貨地址。

紀念品及歷史文物條款 I：槍械。所有古董的、現代的、或是作收藏用途的槍械均以「以其現狀」出售。對於可能會影響拍賣品的射擊功能或試圖射擊功能的明顯或潛在的損壞，拍賣人並無對拍賣品為此作檢查。買家承擔在試圖射擊前檢查拍賣品的義務。拍賣人建議每件拍賣品都由專業的槍匠作徹底檢查。除非另有說明，Heritage 明確地放棄對拍賣品針對某特定用途之適用性作任何擔保或作任何明示或暗示的擔保。拍賣人不承擔任何有關拍賣品的責任。買家承擔處理槍械時的所有損失風險。

紀念品及歷史文物條款 J：屏幕截圖。目錄或 Heritage 網站含有的屏幕截圖僅供參考。重要通知：許多相同版本的道具和服裝是在電影和電視的正常製作過程中產生的。Heritage 對引用的屏幕截圖為物品的精確圖像不作擔保或聲明（除非另有在書面描述中明確地說明）。屏幕截圖的使用並不構成真實性或出處的擔保。有關任何引用屏幕截圖的申索或由此而引起的申索並不存在退貨或退款的權利。

特別條款 K：結他：由於退貨權利有限，我們強烈建議競投人對其任何意圖競投的結他作親自檢查。Heritage 會對結他進行目視檢查以確定是否有明顯的缺陷和是否與描述之日期和製造商相符。不接受基於潛在缺陷、結構性問題或機械性和聲音效果問題的退貨。設置、調校和正常保養應被假定為必要的。

紀念品及歷史文物條款 L：融資。拍賣人為預先批核的合資格人士和公司提供了各種額外的付款選項。選項包括延期付款計劃（EPP）、靈活付款計劃（FPP）和經銷商條款。每個計劃都有其特定的條款及細則且得到嚴格執行。每個計劃必須由買家執行。拍賣人保留修改或拒絕提供信貸之權利，並且在這種情況下本拍賣會條款及細則須發揮其作用。

紀念品及歷史文物條款 M：武器及軍備—槍械。不同的拍品會根據該領域的公認專家的書面意見去展示及發售。這些意見是專家在拍賣進行前的研究及檢查所得出，被公認為準確的。然而，不同的專家可能會有不一致的意見，歷史信息隨後亦有機會改變，這都會影響專家對拍品的出處或真實性所得出的書面意見。不同的拍品在銷售時均以專家意見為準，除了在紀念品及歷史文物條款 C 允許的理由以外，任何其他退還理由均不被接受。

海瑞得拍賣盡可能為拍品提供更多的資訊，但強烈建議親自檢查拍品。拍品狀況聲明僅作為一般指引，並非事實的完整陳述，亦不構成海瑞得的保證或責任承擔。某些狀況可能未被註明，但在照片中可見，而這些照片也納入為狀況報告的一部份。估價在 1,000 美元或以下的拍賣品不會拆框檢查，估價在 500 美元以下的拍賣品，我們可能無法提供額外細節。海瑞得不保證畫框的狀況，也不對畫框、玻璃/壓克力外殼、原裝盒、展示配件或畫框中移位的藝術品的損壞承擔責任。所有拍賣品均根據我們的拍賣條款及細則以「現狀」出售。

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: MEMORABILIA & HISTORICAL AUCTIONS take precedence and are binding.

中文譯本：中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：紀念品及歷史文物拍賣會的英文版本為準。

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Additional Terms & Conditions:
FINE & DECORATIVE ARTS AUCTIONS

FINE & 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:

- i. authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or
 - ii. any catalog description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or
 - iii. authorship which on the date of sale 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
 - iv. the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalog, or which were unreasonably expensive or impractical to use at the time of publication of the catalog.
- The term counterfeit is defined as a modern fake or forgery, made less than fifty years ago with the intent to deceive. The authenticity of signatures, monograms, initials or other similar indications of authorship is expressly excluded as a controlling factor in determining whether a work is a counterfeit under the meaning of these Terms and Conditions of Auction.

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

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

FINE & 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 & 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 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 purchaser's request within three (3) days of the non-floor bidder's receipt of the lot. Any lot that is to be evaluated for return must be received in our offices within 40 days after Auction. AFTER THAT 40-DAY PERIOD, NO LOT MAY BE RETURNED FOR ANY REASON. ANY LOTS PRESENTED "Sold As Is, No Return Lot," MAY NOT BE RETURNED FOR ANY REASON, INCLUDING AUTHENTICITY. 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 & 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 issue is claimed, Auctioneer's liability shall be limited to rescission of sale and refund of purchase price. In no case shall Auctioneer's maximum liability exceed the successful bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one year has elapsed from the close of the Auction, Auctioneer's maximum liability shall be limited to any commissions and fees Auctioneer earned on that lot.

附加條款及細則：
美術品及裝飾藝術品拍賣會

美術品及裝飾藝術品條款 A：有限擔保：除以下例外情況，拍賣人會根據拍賣品在目錄描述中以**粗體**顯示的標題為每件拍賣品的作者身份、時期或文化作出擔保。此擔保不適用於：

- i. 在 1870 年之前創作的任何油畫、繪圖或雕塑的作者身份（除非拍賣品被確定為仿製品，而該價值在收到撤銷中索當日明顯地低於對拍賣品已支付的買入價）；或
 - ii. 任何明確地提及到在拍賣品的作者身份上存有專家意見衝突的目錄描述；或
 - iii. 即使隨後發現新資訊（無論是有關歷史或物理、關於該藝術家或工匠、其學生、學校、工作坊或追隨者），在拍賣品出售當日，與被廣泛接受的學者和專家意見一致的作者身份；或
 - iv. 直至目錄發佈後被證實為可能不準確的完成時期或日期之鑑定，而該鑑定是由不被廣泛接受的科學過程而得的；或於發佈目錄時採用該科學過程是不合理地昂貴或不切實際。
- 仿製品一詞被定義為在少於五十年前製造的現代假冒品或偽造品，並有使人誤信之意圖。根據本拍賣會條款及細則，簽名、印章、縮寫或其他對作者身份的類似跡象的真實性明確地不被包括為決定某作品是否仿製品的控制因素。

美術品及裝飾藝術品條款 B：術語表：在本目錄中使用的術語具以下含義。請注意，在本目錄中的所有字句（不包括關於作者身份、屬性、來源、日期和年齡的**粗體**字句），來源和狀況為意見陳述，並不被視為對事實的陳述。

1. THOMAS MORAN
我們認為這件作品是出自該藝術家。
2. 歸屬於 THOMAS MORAN
我們認為這件作品符合該藝術家的時期，可能完全或部份是出自該藝術家。
3. THOMAS MORAN 的畫室（圈子或工作坊）
我們認為這件作品符合該時期及與他的風格非常接近。
4. THOMAS MORAN 學派
我們認為這件作品是出自該藝術家的學生或追隨者。
5. THOMAS MORAN 風格
我們認為這件作品符合該藝術家的風格，屬後期作品。
6. THOMAS MORAN 之後
我們認為這件作品是該藝術家的作品的複製品。
7. 據稱出自 THOMAS MORAN
我們認為這件作品不是出自該藝術家；然而，以往的學術研究指出這件作品是出自該藝術家。
8. 有簽名（或有日期）
我們認為這件作品上的簽名（或日期）是真的。
9. 有打上簽名（或日期）
我們認為這件作品上的簽名（或日期）是假的。

美術品及裝飾藝術品條款 C：呈送條款：該對作者身份的擔保有效期為由拍賣會當日起計一（1）年，並僅以便原購買者存檔，不得轉讓。

美術品及裝飾藝術品條款 D：本拍賣會不設退換服務。在極其少的情況下（例如：嚴重的編目錯誤）以及不包括如條款 F 下述以**粗體**顯示的屬性，沒有在場內進行競投的買家可以要求拍賣人評估是否作廢某銷售；此類請求必須以書面形式詳細描述據稱的嚴重錯誤，而且向拍賣人呈交拍賣品必須預先獲得拍賣人的批准。非場內競投人必須在收到拍賣品的三（3）天內以書面形式通知相關的部門主管（請於目錄封面內頁或我們的網站內查閱部門主管列表）提出申索請求。任何將被評估以申請退回的拍賣品必須在拍賣會後的 40 天內送達至我們的辦公室。在該 40 天的期限後，不得以任何理由退回拍賣品。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。被退回的拍賣品必須與其出售時的狀況相同，任何真品證書須被一併退回。被場內競投人買入的拍賣品不得被退回（包括作為別人的代理人的競投人）。遲購物匯款可能會被視為撤銷所有退貨特權的合理理由。

美術品及裝飾藝術品條款 E：目錄描述僅供識別之用。意圖挑戰在拍賣品描述中的**粗體**條文的競投人必須在拍賣會結束的四十（40）天內以書面形式通知拍賣人。若拍賣人不能交付拍賣品或該拍賣品隨後被確認為缺乏擁有權、描述中的**粗體**部份存有錯誤、或被中索有其他轉讓或狀況問題，拍賣人的責任須限於撤銷該銷售及退回買入價之款項。拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。在拍賣會結束的一年後，拍賣人的最大責任須限於拍賣人從該拍賣品所賺取之任何佣金和費用。

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

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

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

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

FINE & DECORATIVE ARTS TERM J: Right of Inspection and Return on Certain Lots. Framed Lots estimated at \$1000 or less shall not be unframed for inspection and may not be returned based on condition and are sold "AS IS".

Further to paragraph 36A in the Terms and Conditions of Auction, please note that items containing ivory may not be shipped 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 the delivery of the product. Heritage Auctions does not accept liability for errors or for failure to mark lots containing protected or regulated species.

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

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: FINE & DECORATIVE ARTS AUCTIONS take precedence and are binding.

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

美術品及裝飾藝術品條款 F: 對於任何有關作者身份、出處、真實性的申索，或其他於美術品及裝飾藝術品條款及細則或另外提供的援助措施之其他事宜，競投人必須在適用的時限內把可信和確切的證據傳達至拍賣人。拍賣人在處理書面申索時，可能會要求買家從兩位認可的行內專家獲取書面意見，而他們均需獲拍賣人和競投人的接納。在收到兩份意見時，拍賣人須決定是否撤銷該銷售。買家的申索必須是根據在此提供的援助措施，並須受其限制和約束（包括當中所述的時間限制）。即使買家已呈交上述資料亦不保證拍賣人會證實該申索為有效。鑑定不是一門精密科學，而拍賣人未必能識別出相反的意見。即使拍賣人同意該鑑定的相反意見，證實該申索為有效，並提供在本條款及細則或另有約定的援助措施，我們對於競投人的第三方意見的賠償責任不得超過 500 美元。撤銷權利、退貨權利、本條款和細則所提供的援助措施、或其他適用法律不得延伸至任何拍賣品的作者身份，而在拍賣會當日該拍賣品的作者身份與被廣泛接受的學者和專家的意見一致，即使隨後發現新資訊（無論是有關歷史或物理、關於該藝術家、其學生、學校、工作坊或追隨者）。買家在作出競投時明確地放棄基於在此所述的等後續資訊描述的任何申索或賠款。大家明確地理解拍賣人同意支付的任何退款僅限於買入價的金額。

美術品及裝飾藝術品條款 G: 除**以粗體顯示**的屬性外，委托及拍賣人均不對出處和真實性作擔保。當已用盡一切努力以確定出處和真實性，競投人有責任在競投前自行達成結論。

美術品及裝飾藝術品條款 H: 自拍賣人落錘，美術品及裝飾藝術品拍賣品的買家承擔拍賣品的全部風險和責任，包括公共承運人或第三方運輸公司的送遞，以及自行必須對送遞投保。

美術品及裝飾藝術品條款 I: 拍賣人符合所有有關購買、登記和送遞槍械的聯邦和州份規則和法例。買家需提供適當的文件和支付相關費用（如有需要）。買家有責任提供適合接收槍械的送貨地址。

美術品及裝飾藝術品條款 J: 對某些拍賣品的檢查權和退貨權。估值相等或少於 1000 美金並已裝上框架的拍賣品不得在卸除框架的情況下進行檢查，而且未必能因為其狀況而退貨，會「以其現狀」出售。

承接拍賣會條款及細則第 36A 段，請注意含象牙的物品未必能在國際間或在本本地範圍內（在某些情況下）送遞。透過作出競投，競投人確認他注意到該限制，並負責取得和支付任何與交付貨品有關的牌照或准許證。Heritage Auctions 不承擔未能標記含有受保護或受監管物種的責任或在當中出錯的責任。

Heritage Auctions 強烈鼓勵競投人親自檢查拍賣品。雖然 Heritage 沒有義務提供每件拍賣品的狀況報告，競投人可隨時聯繫相關部門以取得狀況報告，而 Heritage 將嘗試提供報告，但未能提供亦毋須承擔責任。拍賣品狀況通常會在網站中詳述，但不會被包含在我們的目錄中。競投人應查閱網站中的描述，因為該描述會優先於目錄中的描述及任何另行提供的狀況報告。不論是出現在目錄中、網站中、因應個人提出的要求而作出，Heritage 提供的狀況陳述是建基於目視檢查，僅作參考之用，不應被依賴為對事實的陳述，而且並不構成聲明、擔保、或 Heritage 的責任之假設。請注意我們不會為估值相等或少於 1,000 美金的拍賣品卸除框架，而且未必會為價值 500 美元以下的拍賣品提供額外詳情。不管狀況報告如何，拍賣品會「以其現狀」出售。

中文譯本：中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：美術品及裝飾藝術品拍賣會的英文版本為準。

請致電 877-HERITAGE (437-4824) 或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions: SPORTS COLLECTIBLES AUCTIONS

附加條款及細則： 體育收藏品拍賣會

SPORTS COLLECTIBLES TERM A: 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. ANY LOTS PRESENTED "Sold As Is, No Return Lot," MAY NOT BE RETURNED FOR ANY REASON, INCLUDING 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: 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 C: Sportscards sold referencing a third-party grading service are sold "as is" without any express or implied warranty. Certain warranties may be available from the grading services and the Bidder is referred to them for further details: Professional Sports Authenticator (PSA/DNA), 7000 Barranca Pkwy., Irvine, CA 92618; Sportscard Guaranty LLC (SGC), 951 Yamato Rd., Suite 110, Boca Raton, FL 33431; Beckett Grading Service (BGS), 2700 Summit Ave, Ste. 100, Plano, TX 75074; Baseball Card Exchange, 2412 US Highway 41, Schererville, IN 46375.

SPORTS COLLECTIBLES TERM D: 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 arbitrator 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, 1234 East Manitoba Ave., South Milwaukee, WI 53172; JO Sports, P.O. Box 607, Brookhaven, NY 11719; GameWornAuctions.net, 461 Cresta Cir., 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; or as otherwise noted on the Certificate.

SPORTS COLLECTIBLES 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 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 F: Due to the unique nature of boxes of sports, non-sports trading card, and collectible card game materials, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. Any Bidder or Purchaser who intends to challenge authenticity or provenance of a box lot must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed within the thirty-day period, 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 or

體育收藏品條款 A：拍賣會不設退換服務。已認證的物品都不得因為第三方組織、代理商或服務機構可能對評級持不同意見而被退回。已售及隨後被呈交予第三方評級服務機構的不認證拍賣品不會獲評級擔保。本政策絕對沒有例外。在極少的情況下（例如：嚴重的編目錯誤），非在場內作出競投的買家可以要求拍賣人評估能否作廢某銷售；此類請求必須以書面形式詳細說明涉嫌的嚴重錯誤，以及向拍賣人呈交拍賣品必須預先得拍賣人批准；非場內競投人必須在收到拍賣品的三（3）天內以書面形式通知相關的部門主管（請於目錄封面內頁或我們的網站內查閱部門主管列表）提出申索請求。任何將被評估以申請退回的拍賣品必須在拍賣會後 30 天內送達至我們的辦公室。此評估過程不會取決於評級，而對評級的投訴也不會構成挑戰拍賣品真實性的依據。在這 30 天的期限後，拍賣品不得以真實性以外的理由而被退回。被退回的拍賣品必須完好無缺地在原本的存儲器內。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。被場內競投人（包括作為別人的代理人的競投人）買入的拍賣品不得被退回。選購物匯款可能會被視為撤銷所有退貨特權的合理理由。

體育收藏品條款 B：在任何拍賣會前已檢查了拍賣品或有機會檢查拍賣品的競投人將不被賦予任何退貨特權。

體育收藏品條款 C：參考第三方評級服務機構的已售體育卡會「以其現狀」出售，並沒有任何明示或暗示的擔保。某些擔保可能可以從評級服務機構中獲得，競投人需參考它們作進一步了解：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), 2700 Summit Ave, Ste. 100, Plano, TX 75074; Baseball Card Exchange, 2412 US Highway 41, Schererville, IN 46375.

體育收藏品條款 D：對於任何有展示出由拍賣人或其附屬公司發出的真品證明信（「真品證明信」）的拍賣品，當中的擔保只適用於原購買者（根據拍賣人記錄所示），即「買家」。買家未必能轉讓真品證明信所賦予的權利，而且當買家轉讓或企圖轉讓拍賣品時真品證明信則屬無效。該真品證明信對拍賣品的擔保由買家於拍賣會獲得拍賣品當日起生效，有效期為購買後四（4）年。該真品證明信的擔保對其所述的歸屬之人士或實體或對該拍賣品的使用均有效，例如比賽球員使用過的衣服。申索程序：當買家意圖作出申索及為拍賣品安排安全送遞，買家必須於呈交拍賣品之前聯絡拍賣人。如果在擔保期期間買家質疑某拍賣品的真實性，買家必出示申索，即體育界知名專家確認該拍賣品並非真品的權威性書面證據。如果拍賣人同意該拍賣品與聲明不符，買家須獲相等於其買入價的退款。如果拍賣人否定該申索，買家可以向位於德克薩斯州達拉斯市的美國仲裁協會提交爭議，並根據快速規則，由單一仲裁員進行仲裁。該真品證明信不會為意外或隨之發生的損失或其他間接損失作賠償。任何附有真品證書的拍賣品，或附有由拍賣人以外或 Heritage 的附屬公司以外的實體所作出的其他擔保的拍賣品，會受到作出該擔保的實體的規則所限，而該等細則是對買家的唯一援助措施。有關第三方鑑定擔保，競投人可直接向以下機構查詢：PSA/DNA, 7000 Barranca Pkwy., Irvine, CA 92618; JT Sports, 3 South Granville Ave., Suite 103, Margate, NJ 08402; MEARS, 1234 East Manitoba Ave., South Milwaukee, WI 53172; JO Sports, P.O. Box 607, Brookhaven, NY 11719; GameWornAuctions.net, 461 Cresta Cir., 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；證書上或另有說明。

體育收藏品條款 E：如果競投人意圖挑戰拍賣品的真實性或出處，他必須在拍賣會結束的三十（30）天內以書面形式通知拍賣人。若拍賣人不能交付拍賣品或該拍賣品隨後被確認為缺乏擁有權、出處、真實性、或被申索有其他轉讓或狀況問題，拍賣人的責任須限於撤銷該銷售及退回買入價之款項；拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。經過一年後，拍賣人的最大責任須限於拍賣人從該拍賣品所賺取之任何佣金和費用。

體育收藏品條款 F：由於其獨特性，所有盒裝體育及非體育卡牌、收藏遊戲卡牌，以及其他未經第三方評級或確認其真實性的拍品一律以「現狀」出售，並且沒有任何明訂或默示保證條款。所有競投人或買家如欲反對該盒裝拍品的真實性或來源，必須在拍賣完結後三十（30）天內以書面通知拍賣人。如該項拍品經非公開方式出售，買家須於賬單日期起三十（30）天內以書面通知拍賣人。若成功證明該項拍品不具所有權、有效來源、真實性，或成功確立其他在三十天期限前提出有關轉讓或拍品狀態的申索，拍賣人會承擔的法律責任只限於撤銷買賣和退回買入價格。在任何情況下，拍賣人均不會承擔超出該拍品最高出價或買入價格的金額，而該競投價

purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a box lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the authenticity, provenance, or other transfer or condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer's maximum liability exceed the 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 reconsigned to any future auction.

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

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

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: SPORTS COLLECTIBLES AUCTIONS take precedence and are binding.

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會在所有用途下被當作該項拍品的價值。三十天期限過後，該盒裝拍品會被視作已經出售，買家的退貨權，有關其真實性、來源、以及其他就其轉讓或狀態的申索所有均已終絕及無效。為免生疑問，三十天期限過後，在任何情況下，拍賣人均不會承擔超出佣金及拍賣人由該項拍品賺得的金額。

體育收藏品條款 G：拍賣人毋須就任何已封好的收藏品的任何明顯或潛在的缺陷或由此而引起的爭議負責。在該情況下，買家的援助措施（如有）須只針對認證收藏品的服務機構。

體育收藏品條款 H：由於評級標準會隨著時間不斷變化、各有不同的詮釋及其後擁有者可能對物品處理不當，拍賣人保留給予物品一個異於任何評級服務機構對該物品發出的證書所示之評級的權利。如果某物品會在未來被重新委託，拍賣人亦保留給予該物品一個異於之前目錄所示之評級的權利。

體育收藏品條款 I：雖然共識評級廣被第三方評級服務機構採用，但該注意的是評級就如先前所說並非精密科學。事實上，如果某拍賣品從其膠套拿出並重新將其呈交至其他評級服務機構或是同一服務機構，該拍賣品都可能會獲得不同的評級。

體育收藏品條款 J：融資。拍賣人為預先批核的合資格人士和公司提供了各種額外的付款選項。選項包括延期付款計劃（EPP）、靈活付款計劃（FPP）和經銷商條款。每個計劃都有其特定的條款及細則且得到嚴格執行。每個計劃必須由買家執行。拍賣人保留修改或拒絕提供信貸之權利，並且在這種情況下本拍賣會條款及細則須發揮其作用。

中文譯本：中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：體育收藏品拍賣會的英文版本為準。

請致電 877-HERITAGE（437-4824）或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions:

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES AUCTIONS

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

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

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES TERM C: Material sold referencing a third-party grading service are sold "as is" without our grading opinion and without any express or implied warranty. No returns of CGC-certified, CBCS-certified, Beckett-certified, PSA-certified, Wata-certified, or VGA-certified material will be accepted for any reason. Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated material. Certain warranties may be available from the grading services and Purchaser's sole remedy shall be against the service grading the material. Purchaser is referred to relevant grading service for further details: Certified Guaranty Company, LLC (CGC), P.O. Box 4738, Sarasota, FL 34230; Comic Book Certification Service (CBCS), 4635 McEwen Road, Dallas, TX 75244; Beckett Grading Services, 2700 Summit Ave, Ste. 100, Plano, TX 75074; Professional Sports Authenticator, P.O. Box 6180, Newport Beach, CA 92658; Wata, Inc., 3101 East 52nd Avenue, Suite C, Denver, CO 80216; Video Game Authority (VGA), 6920 Peachtree Ind Blvd, Suite E, Norcross, GA 30071. Even with optimal shipping methods, CGC, CBCS, and Wata holders may occasionally incur chipping and cracking during transit. Auctioneer will ensure the integrity of the encapsulated merchandise but cannot guarantee the condition of the holders upon delivery and will not accept returns for holder damage unless it affects the graded condition of the merchandise. If damage to the holder compromises the integrity of the holder or the merchandise's condition, Auctioneer will facilitate reholding at its expense or reimburse anticipated reholder fees.

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES TERM D: 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.

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES TERM E: Due to the unique nature of boxes and related packaging of sports, non-sports trading card, and collectible card game materials, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. Any Bidder or Purchaser who intends to challenge authenticity or provenance of a box lot must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion or, in the event of private sale, within seven (7) days of the date of invoice. In the event it is established that the lot lacks title, provenance, authenticity, or other transfer or condition issue is claimed within the thirty-day period, 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 purchase price on that lot, which price shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a box lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the authenticity, provenance, or other transfer or condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer's maximum liability exceed the commissions and fees Auctioneer earned on that lot.

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES TERM F: Due to the unique nature of pulp-format magazine publications, any such lot that is sold without third-party grading or authentication is sold as-is, without any warranty expressed or implied. As pulp-format magazine publications vary considerably in their printing and construction, Heritage has supplied grading and condition information for pulp-format magazine publications offered for sale as a courtesy to Bidders and has made every effort to identify post-factory trimming of both covers and contents. Any Bidder or Purchaser who intends to challenge the condition of a lot featuring pulp-format magazine publications must notify Auctioneer in writing within thirty (30) days of the Auction's conclusion or, in the event of private sale, within thirty (30) days of the date of invoice. In the event a valid condition issue

附加條款及細則：

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍賣

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 A：拍賣會不設退換服務。已認證的物品都不得因為第三方組織、代理商或服務機構可能對評級持不同意見而被退回。已售及隨後被呈交予第三方評級服務機構的未認證拍賣品不會獲評級擔保。本政策絕對沒有例外。在極少的情況下（例如：嚴重的編目錯誤），非在場內作出競投的買家可以要求拍賣人評估能否作廢某銷售；此類請求必須以書面形式詳細說明涉嫌的嚴重錯誤，以及向拍賣人呈交拍賣品必須預先得拍賣人批准；及非場內競投人必須在收到拍賣品的三（3）天內以書面形式通知相關的部門主管（請於目錄封面內頁或我們的網站內查閱部門主管列表）提出申索請求。任何將被評估以申請退回的拍賣品必須在拍賣會後 30 天內送達至我們的辦公室。此評估過程不會取決於評級，而對評級的投訴也不會構成挑戰拍賣品真實性的依據。在這 30 天的期限後，拍賣品不得以真實性以外的理由而被退回。被退回的拍賣品必須完好無缺地在原本的存儲器內。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。被場內競投人（包括作為別人的代理人的競投人）買入的拍賣品不得被退回。遲購物匯款可能會被視為撤銷所有退貨特權的合理理由。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 B：在拍賣會前已檢查了拍賣品的競投人將不被賦予任何退貨特權。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 C：參考第三方評級服務的漫畫會「以其現狀」出售，不另作任何明示或暗示的擔保。任何理由均不接受退回經 CGC 認證、CBCS 認證、Beckett 認證、PSA 認證、Wata 認證、或 VGA 認證的拍品。拍賣人毋須就任何已評級封裝好的收藏品拍品的任何明顯或潛在的缺陷或由此而引起的爭議負責。評級服務機構有可能向客戶提供某些擔保，買家的援助措施（如有）須只針對認證收藏品的服務，買家可以向評級服務機構作進一步了解：：Certified Guaranty Company, LLC (CGC), P.O. Box 4738, Sarasota, FL 34230; Comic Book Certification Service (CBCS), 4635 McEwen Road, Dallas, TX 75244; Beckett Grading Services, 2700 Summit Ave, Ste. 100, Plano, TX 75074; Professional Sports Authenticator, P.O. Box 6180, Newport Beach, CA 92658; Wata, Inc., 3101 East 52nd Avenue, Suite C, Denver, CO 80216; Video Game Authority (VGA), 6920 Peachtree Ind Blvd, Suite E, Norcross, GA 30071。即使採用最優質的運送方式，CGC、CBCS 和 Wata 封盒在運輸過程中偶爾也可能出現破裂和毀損。拍賣人會確保封裝拍品的完整性，惟不能保證封盒在交收時的狀況，除非其損壞影響到拍品的等級，否則不接受退貨。如果封盒的損壞影響了拍品或封盒的完整性，拍賣人會協助換盒，並承擔或償還換盒的預計費用。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 D：如果競投人意圖挑戰拍賣品的真實性或出處，他必須在拍賣會結束的三十（30）天內以書面形式通知拍賣人。若拍賣人不能交付拍賣品或該拍賣品隨後被確認為缺乏擁有權、出處、真實性、或被申索有其他轉讓或狀況問題，拍賣人的責任須限於撤銷該銷售及退回買入價之款項；拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。經過一年後，拍賣人的最大責任須限於拍賣人從該拍賣品所賺取之任何佣金和費用。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 E：由於其獨特性，所有盒裝及其他包裝的體育及非體育卡牌、收藏遊戲卡牌，以及其他未經第三方評級或確認其真實性的拍品一律以「現狀」出售，並且沒有任何明示或暗示的保證條款。所有競投人或買家如欲反對該盒裝拍品的真實性或來源，必須在拍賣完結後三十（30）天內以書面通知拍賣人。如該項拍品經非公開方式出售，買家須於賬單日期起三十（30）天內以書面通知拍賣人。若成功證明該項拍品不具所有權、有效來源、真實性，或成功確立其他在三十天期限前提出有關轉讓或拍品狀態的申索，拍賣人會承擔的法律責任只限於撤銷買賣和退回買入價格。在任何情況下，拍賣人均不會承擔超出該拍品最高出價或買入價格的金額，而該競投價會在所有用途下被當作該項拍品的價值。三十天期限過後，該盒裝拍品會被視作已經出售，買家的退貨權，有關其真實性、來源、以及其他就其轉讓或狀態的申索所有均已終絕及無效。為免生疑問，三十天期限過後，在任何情況下，拍賣人均不會承擔超出佣金及拍賣人由該項拍品賺得的金額。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 F：由於其獨特性，所有未經第三方評級或確認其真實性的廉價雜誌（Pulp-format magazine）一律以「現狀」出售，並且沒有任何明示或暗示的保證條款。廉價雜誌的狀態相當受其印刷及釘裝影響，海綿膠經已盡力辨識雜誌封面及內頁任何出廠後的腐損，並提供評級及拍品狀態的相關資料，作為對競投人的直套服務。所有競投人或買家如欲反對該廉價雜誌的狀態報告，必須在拍賣完結後三十（30）天內以書面通知拍賣人。如該項拍品經非公開方式出售，買家須於賬單日期起三十（30）天內以書面通知拍賣人。若成功在三十天期限內提出有效的拍品狀態申索，拍賣人會承擔的法律責任只限於撤銷買賣和退回買入價格。在任何情況下，拍賣人均不會承擔超出該拍品最高出價或買入價格的金額，而該競投價會在所有用途下被當作該項拍品

is presented within the thirty-day period, 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 or purchase price on that lot, which bid shall be deemed for all purposes the value of the lot. After the thirty-day period has elapsed, a lot is deemed a final sale and the right of return, objection, or claim arising from a challenge to the condition issue is extinguished and void. For avoidance of doubt, after the thirty-day period has elapsed, in no event shall Auctioneer's maximum liability exceed the commissions and fees Auctioneer earned on that lot.

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

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES TERM H: Although consensus grading is employed by most grading services, it should be noted as aforesaid that grading is not an exact science. In fact, it is entirely possible that if a lot is broken out of a plastic holder and resubmitted to another grading service or even to the same service, the lot could come back with a different grade assigned.

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

COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES 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.

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: COMICS, COMIC & ANIMATION ART, VIDEO GAMES, & TRADING CARD GAMES AUCTIONS take precedence and are binding.

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的價值。三十天期限過後，該廉價雜誌拍品會被視作已經出售，買家的退貨權，有關其真實性、來源、以及其他就其轉讓或狀態的申索所有均已終絕及無效。為免生疑問，三十天期限過後，在任何情況下，拍賣人均不會承擔超出佣金及拍賣人由該項拍品賺得的金額。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 G：由於評級標準會隨著時間不斷變化、各有不同的詮釋及其後擁有者可能對物品處理不當，拍賣人保留給予物品一個異於任何評級服務機構對該物品發出的證書所示之評級的評級的權利。如果某物品會在未來被重新委託，拍賣人亦保留給予該物品一個異於之前目錄所示之評級的評級的權利。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 H：雖然共識評級廣被評級服務機構採用，該注意的是評級就如先前所說並非精密科學。事實上，如果某拍賣品從其膠套拿出並重新將其呈交至其他評級服務機構或是同一服務機構，該拍賣品都可能會獲得不同的評級。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 I：針對與潛在波動市場相關的正常風險，認證不能保證可以發揮保護作用。已認證收藏品的流動性將根據一般市場狀況和所涉及的特定拍賣品而改變。於某些時間，某些拍賣品可能沒有其活躍市場可言。

漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍條款 J：融資。拍賣人為預先批核的合資格人士和公司提供了各種額外的付款選項。選項包括延期付款計劃（EPP）、靈活付款計劃（FPP）和經銷商條款。每個計劃都有其特定的條款及細則且得到嚴格執行。每個計劃必須由買家執行。拍賣人保留修改或拒絕提供信貸之權利，並且在這種情況下本拍賣會條款及細則須發揮其作用。

中文翻譯：中文翻譯僅供參考之用。如有衝突，以所有英文附加條款及細則為準；漫畫、漫畫與動畫藝術、電子遊戲和集換式卡牌遊戲拍賣的附加條款及細則將優先適用，並具約束力。

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Additional Terms & Conditions: JEWELRY, WATCH, & LUXURY ACCESSORY AUCTIONS

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 opines 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 is as set out in the BOLD faced type heading in the catalog description of the lot, with the following exclusions: this warranty does not apply to 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 on 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 opines 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 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 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. ANY LOTS PRESENTED "Sold As Is, No Return Lot," MAY NOT BE RETURNED FOR ANY REASON, INCLUDING AUTHENTICITY. 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 opines provided solely as a convenience to clients, and should only be used as approximations of current market value. Estimates do not include Buyer's Premiums or sales tax.

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

附加條款及細則： 珠寶、鐘錶及奢侈飾品拍賣會

珠寶、鐘錶及奢侈飾品條款 A：珠寶：由於大部份於拍賣會出售的珠寶已受損，並可能在之前已被修復、改變或美化，所有拍賣品會「以其現狀」出售。該等受損、修復或改變可能會顯示不同的證據等級，因此每位準競投人有責任在競投前全面地檢查每件拍賣品及在作出競投前自行判斷。競投人確認沒有任何狀況參考並不意味著拍賣品沒有受損、修復或缺陷。

珠寶、鐘錶及奢侈飾品條款 B：鐘錶：由於大部份於拍賣會出售的鐘錶已受損，而且可能在之前已被修復、改變或美化，所有拍賣品會「以其現狀」出售。該等受損、修復或改變可能會顯示不同的證據等級，因此每位準競投人有責任在競投前全面地檢查每件拍賣品及在作出競投前自行判斷。競投人確認沒有任何狀況參考並不意味著拍賣品沒有受損、修復或缺陷。除非拍賣品原本的 **Heritage** 標籤保持完整和與其保持連接，任何物品不得被視為可被退回。

珠寶、鐘錶及奢侈飾品條款 C：所有在本目錄中的描述及陳述和所有有關量度、作者身份、來源或起源、或其他方面的隨後發票屬有保留的意見，並不構成擔保或聲明，及僅作識別之用。除以下例外情況，拍賣人會根據拍賣品在目錄描述中以粗體顯示的標題為每件拍賣品的作者身份、時期或文化作出擔保。此擔保不適用於任何明確地提及到在拍賣品的作者身份上存有專家意見衝突的目錄描述；或，即使隨後發現新資訊（無論是有關歷史或物理、關於該藝術家或工匠、其學生、學校、工作坊或追隨者），在拍賣品出售當日，與被廣泛接受的學者和專家意見一致的作者身份；或，直至目錄發佈後被證實為可能不準確的完成時期或日期之鑑定，而該鑑定是由不被廣泛接受的科學過程而得的；或於發佈目錄時採用該科學過程是不合理地昂貴或不切實際。該對作者身份的有限擔保有有效期為由拍賣會當日起計——（1）年，並僅以原買家存檔，不得轉讓，以及任何有關**粗體**條文的申索必須連同兩份由兩位獨立及獲授權的鑑定人發出的書信以支持該申索。大家明確地理解拍賣人同意支付的任何退款僅限於買入價的金額。

珠寶、鐘錶及奢侈飾品條款 D：拍賣會不設退換服務。在極其少的情況下（不包括真實性）（例如：嚴重的編目錯誤），沒有在場內進行競投的買家可以要求拍賣人評估是否作廢某銷售；此類請求必須以書面形式詳細描述據稱的嚴重錯誤，以及向拍賣人呈交拍賣品必須預先獲得拍賣人的批准。非場內競投人必須在收到拍賣品的三（3）天內以書面形式通知相關的部門主管（請於目錄封面內頁或我們的網站內查閱部門主管列表）提出申索請求。任何將被評估以申請退回的拍賣品必須在拍賣會後的 30 天內送達至我們的辦公室。在該 30 天的期限後，不得以任何理由退回拍賣品。任何以「現況出售，概不退換」方式標示的拍賣品，不得以任何理由（包括真實性）退貨。被退回的拍賣品必須與其出售時的狀況相同，任何真品證書須被一併退回。被場內競投人買入的拍賣品不得被退回（包括作為別人的代理人的競投人）。遲購物匯款可能會被視為撤銷所有退貨特權的合理理由。

珠寶、鐘錶及奢侈飾品條款 E：拍賣會前的估值或「競投估值」僅屬為方便客戶而設之意見，只應被作為當前市場價值的近似值。估值並不包括買家佣金或營業稅。

珠寶、鐘錶及奢侈飾品條款 F：若拍賣人不能交付拍賣品或該拍賣品隨後被確認為缺乏擁有權、粗體部份的描述不正確、或被申索有其他轉讓或狀況問題，拍賣人的責任須限於撤銷該銷售及退回買入價之款項；拍賣人的最大責任在任何情況下都不得超過該拍賣品的最高競投出價，而該出價須被視為該拍賣品的價值體現之全部。經過一年後，拍賣人的最大責任須限於拍賣人從該拍賣品所賺取之任何佣金和費用。

珠寶、鐘錶及奢侈飾品條款 G：委托人及拍賣人均不對出處和真實性作擔保。當已用盡一切努力以確定出處和真實性，競投人有責任在競投前自行達成結論。出處或有關擁有者的歷史記錄等資料可能會被提供（如已知悉），或根據委托人的請求而不被包括在內。

珠寶、鐘錶及奢侈飾品條款 H：自拍賣人落錘，買家承擔拍賣品的全部風險和責任，包括公共承運人或第三方運輸公司的送遞，以及必須自行對送遞投保。

珠寶、鐘錶及奢侈飾品條款 I：對於有防水和抗水外殼的鐘錶，其外殼已被打開供識別其類型和狀況。拍賣人不能在交易時保證鐘錶是否防水或抗水。建議買家請合資格的鐘錶匠為鐘錶檢查該等屬性。

珠寶、鐘錶及奢侈飾品條款 J：所有在目錄中描述的尺寸為近似值。

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.

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: JEWELRY, WATCH & LUXURY ACCESSORY AUCTIONS take precedence and are binding.

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

珠寶、鐘錶及奢侈飾品條款 K: 狀況報告是為客戶提供的服務。買家應注意拍賣品的描述不是擔保，且鐘錶可能需要一般保養、更換電池或進一步的修復工作，而買家需對這些方面全權負責。

珠寶、鐘錶及奢侈飾品條款 L: 由受保護物種製的錶帶（即短吻鱷、鱷魚）和由象牙及龜製的物品可能會受到某些國家的限制。

珠寶、鐘錶及奢侈飾品條款 M: 任何含有瀕危或受保護物種或野生動物的物品或由此製成的物品可能受到瀕危野生動植物種國際貿易公約（CITES）的進口和出口規限。這些物品未必能在國際間或在本地範圍內（在某些情況下）送遞。透過作出競投，競投人確認他注意到該限制，並負責取得和支付任何與交付貨品有關的牌照或准許證。含有潛在受規管野生動物的拍賣品會在描述中標示以便我們的客戶查看。Heritage Auctions 不承擔未能標記含有受保護或受監管物種的責任或在當中出錯的責任。

珠寶、鐘錶及奢侈飾品條款 N: 手袋、錢包和錢夾的描述可能表示該硬件是「金」或「銀」。該類字詞指的是硬件的金屬顏色，而不是該硬件是由貴金屬製成。除非有特別提及硬件的克拉重量或貴金屬重量，所有使用到「金」或「銀」的描述為對該硬件的顏色描述，而非指該硬件是由貴金屬製成或鍍有貴金屬。

珠寶、鐘錶及奢侈飾品條款 O: 加利福尼亞州法律禁止任何含有蟒蛇皮的產品進口加利福尼亞州，因此含有蟒蛇皮的拍賣品將不會被送遞至在加利福尼亞州的人士或公司或就該類產品向他們開發票。

珠寶、鐘錶及奢侈飾品條款 P: 所呈現的珠寶拍品中可能包含與珠寶成品中的天然寶石近似大小晶體形態的合成（實驗室製造）鑽石。目前並沒有成本效益和時間效率高的方法測試鑲嵌的合成鑽石。儘管海瑞得拍賣行在有限的鑲嵌範圍內執行標準的鑑定程序，但只有通過先進的科學儀器進行測試才能檢測合成鑽石。因此，不得以該物品含有或可能含有近似大小的鑽石為理由而進行退貨或價格調整。

中文譯本: 中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：珠寶、鐘錶及奢侈飾品拍賣會的英文版本為準。

請致電 877-HERITAGE (437-4824) 或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions: WINE AUCTIONS

WINE AUCTION TERM A: Bidder's Age: You must be at least 21 years of age to participate in our auctions.

WINE AUCTION 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 AUCTION 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 AUCTION TERM D: Notice: The wine industry estimates seven percent (7%) of all wine sealed with natural corks are 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 AUCTION 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 AUCTION 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 AUCTION 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 AUCTION 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 AUCTION 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 AUCTION TERM J: License: Heritage Collectibles, Inc. licensed in the State of California and holds Type 17 and 20 licenses No 5000295.

WINE AUCTION 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 AUCTION 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.

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: WINE AUCTIONS take precedence and are binding.

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附加條款及細則： 葡萄酒拍賣會

葡萄酒拍賣會條款 A： 競投人年齡：您必須是 21 歲或以上才可參與我們的拍賣會。

葡萄酒拍賣會條款 B： 拍品描述：拍賣人已盡可能準確地描述所有拍賣品，描述以物理性檢查和觀察為根據。拍賣人不為描述的準確性作擔保或聲明，亦不為其承擔責任。描述的精確性包括但不限於可能會於網站上標明的釀製年份、出處、真實性、質量和狀況。網站提供的任何及所有關於拍賣品的陳述純屬意見的陳述，在任何時候皆不得被理解為拍賣人的擔保、事實的聲明或對拍賣人的責任之假設。拍賣人有權以口頭或電子方式宣佈對任何拍賣品的描述作出修改，並且可以撤銷拍賣任何拍賣品。

葡萄酒拍賣會條款 C： 「以其現狀」和「以其原樣」出售的拍賣品：買家接受所有「以其現狀」和「以其原樣」的購物，即使有任何其他銷售細則的條款。

葡萄酒拍賣會條款 D： 通知：葡萄酒業估計百分之七（7%）以天然瓶塞密封的葡萄酒都因為木塞的天然真菌產生的化學化合物三氯苯甲醚而受破壞。幾乎所有「用瓶塞塞住」的葡萄酒的香味會明顯地降低，而嚴重受污染的葡萄酒是完全不能飲用的。因為我們的所有葡萄酒均是被委託的，而且大部分是非常罕見的，所以我們不能替換因為瓶塞污染而受破壞的葡萄酒。我們不接受用瓶塞塞住的葡萄酒的退貨，亦不會為其退款。

葡萄酒拍賣會條款 E： 送遞：當買家已支付買入價及預繳運費，所有物品將可供買家提取或送遞。請注意由於葡萄酒的溫度敏感性和複雜的葡萄酒運輸規例，我們不會自動送遞葡萄酒的拍賣品。請透過 WineAuctionShipping@ HA.com 或 (310) 492-8635 聯繫葡萄酒部門以作出您的送遞安排。所有拍賣品會根據買家偏好的送遞方式交付：或，如果買家沒有指出其偏好，則會根據拍賣人選擇的送遞方式。買家應承擔所有送遞開支。這包括運費、包裝費和手續費。買家需要注意許多州份在其管轄範圍內會對從另一個州份購買或引入的酒精飲料的數量實行規管。您可能需要特別准許證；拍賣人不會對任何送遞至加利福尼亞州以外任何州份的送遞負責，亦不對送遞至任何州份而發生的任何沒收負責。

葡萄酒拍賣會條款 F： 損失風險：拍賣人和買家之間的葡萄酒銷售發生在拍賣人於加利福尼亞州的場所。當拍賣人決定勝出的競投出價時損失風險已轉移給買家。拍賣人將不會為買家遺失或損毀的送遞而退款。拍賣人將根據行業標準對葡萄酒的包裝採取預防措施，以減少損毀的可能性。拍賣人不負責因暴露在溫度變化、送遞延誤或任何瓶塞或其他瓶蓋的損毀或失效所引起的任何損失或損毀。

葡萄酒拍賣會條款 G： 送遞至加利福尼亞州境外：經公共承運人發貨將是主要發貨方法。所有葡萄酒將由在加利福尼亞州的賣家出售，以及擁有權會轉移至在加利福尼亞州的買家。對於任何人擁有進口葡萄酒到禁止私人進口葡萄酒的州份之權利，拍賣人不為此作聲明。葡萄酒將以買家的名義被安置在拍賣人的場所，直至買家安排拍賣品送遞至位於某批准該送遞的州份的地址或直至收到買家的其他書面指示。

葡萄酒拍賣會條款 H： 當天氣太熱或太冷以致未能安全地送遞葡萄酒，拍賣人將臨時存儲買家的葡萄酒並不收取任何費用。

葡萄酒拍賣會條款 I： 狀況改變：雖然已用盡一切努力來描述或量度釀製年份較久遠的葡萄酒的水平，超過二十（20）年的瓶塞會開始失去其彈性且水平可以於編目和銷售之間的時間有所改變。陳舊的瓶塞偶爾會在送遞期間失效。買家必須明白陳舊的葡萄酒總存在著其瓶塞會失效的風險。在已交付後，價格或信貸在任何情況下都不得被調整。

葡萄酒拍賣會條款 J： Heritage Collectibles, Inc.已在加利福尼亞州獲准許並持有第 17 和 20 類的准許證，編號為 5000295。

葡萄酒拍賣會條款 K： 融資。拍賣人為預先批核的合資格人士和公司提供了各種額外的付款選項。選項包括延期付款計劃（EPP）、靈活付款計劃（FPP）和經銷商條款。每個計劃都有其特定的條款及細則且得到嚴格執行。每個計劃必須由買家執行。拍賣人保留修改或拒絕提供信貸之權利，並且在這種情況下本拍賣會條款及細則須發揮其作用。

儲存費： 拍賣會後一（1）個月內仍未被提取的葡萄酒，每箱或少於一箱的葡萄酒將會每月累積 10.00 美元的費用。費用將適用於隨後一個月的第一天及其後的每個月。直至存儲費被支付，葡萄酒將不會被發放或送遞至客戶。

中文譯本： 中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：葡萄酒拍賣會的英文版本為準。

請致電 877-HERITAGE（437-4824）或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions:
DOMAIN NAMES & INTELLECTUAL PROPERTY AUCTIONS

附加條款及細則：
域名及知識產權拍賣會

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.

域名及知識產權條款 A：在域名轉讓至另一域名註冊商的最少 60 天前，域名必須已於當前域名註冊商註冊。在當前域名註冊商內的各轉讓是不受限制的。Heritage 將分別地促成委託人與買家之間的網域轉讓。當核實款項後，網域擁有權的轉讓需時可能長達 14 天。任何轉讓費和/或續展費（因註冊服務商而異）均是由買家向註冊服務商支付。

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.

域名及知識產權條款 B：如果擁有權變更因任何理由而無法完成，買家確認並同意拍賣人毋須就此負責。在該域名非因買家的錯失而無法與任何註冊商註冊並已向委託人付款的情況下，任何撤銷或否定該買賣的行動須只屬於買家和委託人之間。

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.

域名及知識產權條款 C：拍賣人可能會在目錄和網站中的描述中提供有關網域的統計資料（例如：谷歌搜尋結果、谷歌競價排名價格、網域年齡、註冊年份、流量和收益報表等等）。該資料是拍賣人基於第三方資料在編目時認為最真確的資料，並不代表是任何形式的保證。

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.

域名及知識產權條款 D：買家負責確保您所使用的域名不會侵犯任何第三方的權利、相關法律或規例。

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.

域名及知識產權條款 E：買家同意國家和地區頂級域（「國家頂級域」）可能對擁有權有獨特的要求。在您競投任何國家頂級域前，您應查閱註冊處規則、政策及國家頂級域的協議，以確保您能夠符合所有的資格要求。

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.

域名及知識產權條款 F：買家須在所有及整個註冊過程準確地填寫各申請表，拍賣人和委託人毋須為在申請過程中提供的虛假或誤導性資料負責。

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.

域名及知識產權條款 G：在拍賣品受「統一網域名稱爭議仲裁政策」或「數位千禧年著作權法」的爭議解決管制範圍內，買家同意參與該爭議解決程序，成為其中一方，而委託人亦或會為成為其中一方。如果買家對於其註冊商的選擇提出糾紛，委託人或拍賣人均毋須參與該爭議解決。

Chinese Translation: The Chinese translations are provided as a matter of convenience. In the event of a conflict, all English Additional Terms & Conditions: DOMAIN NAMES & INTELLECTUAL PROPERTY AUCTIONS take precedence and are binding.

中文譯本：中文譯本僅供參考之用。若中英文版本有歧義，應以附加條款及細則：域名及知識產權拍賣會的英文版本為準。

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

請致電 877-HERITAGE (437-4824) 或電郵至 CreditDept@HA.com 聯絡信貸部以獲取匯款指引。

Additional Terms & Conditions:
CHARITY AUCTIONS

CHARITY TERM A: NO RETURNS: Bidders and prospective bidders acknowledge and agree that any bid placed on a lot sold to benefit a charitable organization is binding and that NO LOTS MAY BE RETURNED FOR ANY REASON.

CHARITY TERM B: NO WARRANTY: All lots sold to benefit charitable organizations are sold AS IS and without warranty as to its condition, grade, completeness, provenance, genuineness, or authenticity.

CHARITY TERM C: DIRECT CHARITY PAYMENT: Due to the unique nature of auctions of lots sold to benefit charitable organizations, Auctioneer will coordinate Purchaser's payment for lots sold to benefit a charitable organization directly to the charitable organization benefiting from the sale. Auctioneer will provide an invoice to Purchaser for the Hammer Price of the lot plus any applicable fees, along with instructions for remittance of payment to the charitable organization. Payment for lots sold to benefit a charitable organization is due within 7 days after auction close. Upon Auctioneer's notification of receipt and clearance of good funds by the charitable organization, Auctioneer will release lot to Purchaser, as directed by the Purchaser.

CHARITY TERM D: TAX REPRESENTATIONS: Auctioneer makes no representations relating to the tax treatment of lots sold to benefit a charitable organization, including but not limited to whether any portion of the Hammer Price of the lot plus any applicable fees is tax deductible. Auctioneer further makes no representations as to the fair market value of lots sold to benefit a charitable organization.

附加條款及細則：
慈善拍賣

慈善拍賣條款 A：不設退回：競投人與潛在競投人均需知悉與同意，任何為慈善組織籌募的投標皆具有約束力，不得以任何理由退回任何拍品。

慈善拍賣條款 B：無擔保：所有為慈善籌募而出售的拍品均按原樣出售，對其狀況、等級、完整性、出處、真偽及可靠性均不提供任何擔保。

慈善拍賣條款 C：直接支付予慈善組織：因著慈善拍賣會的獨特性，拍賣人將協調競投者就成功競投的拍品進行支付，競投者將直接支付於受益的慈善組織。拍賣人將為競投者提供拍品成交價及任何適用費用的帳單，以及向慈善組織匯款的說明。競投者應該拍賣結束後 7 天內完成支付。拍賣人將於收到慈善組織收妥並完成清算資金的通知後，將按照競投人的指示發於拍賣品。

慈善拍賣條款 D：稅務聲明：拍賣人對於所有為慈善籌募而出售的拍品的稅務處理不作任何陳述，包括但不限於拍品落槌價加任何適用費用中的多少百分比可進行扣稅。拍賣人對於所有為慈善籌募而出售的拍品的市場價值不作任何陳述。

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.

對於加州居民：

有關名人簽名收藏品的銷售：按照法律規定，賣家在向買家銷售任何名人簽名收藏品時，必須同時提供書面的銷售證明。賣家或會因此受到保障，或以其他方式被保險，以保證其所出售的任何名人簽名收藏品的真實性。