

# TERMS AND CONDITIONS OF SALE

## 1. Definitions:

**Buyer:** The Buyer is the person making the highest bid accepted by the Auctioneer. Buyers may also be Consignors who retain their lots pursuant to their consignment agreement with Aurora. **Seller:** The consignor of lot(s) sold at Auction. **Lot:** Item consigned with Aurora for sale at Auction, and identified by an assigned lot number in a Catalog. **Hammer Price:** The dollar amount of the winning bid accepted by the Auctioneer for a lot, not including the Buyer's commission. **Reserve:** The confidential dollar amount below which a lot cannot be sold, as contracted with the consignor/seller prior to Auction. **Buyers Commission:** A charge of seventeen and one-half percent (17.5%) of bids submitted by Buyers either live or via the mail, fax or telephone OR twenty percent (20%) of bids submitted by Buyers via the Internet, of the hammer price of the lot. This commission is added to the hammer price and other related fees (if applicable) and totaled on the Buyers invoice.

## 2. Auctioneer:

This is a public Auction sale conducted by Aurora and a bonded Auctioneer, (hereinafter referred to as "Auctioneer" and/or "Aurora").

## 3. Auction:

The Auction is a contract between Buyer and Seller for the purchase/sale of the lot(s). This Auction is conducted and transacted only in United States dollars, payable in cash (In House Only) in U.S. dollars through a United States bank located within the country.

Aurora's Auctions take place in a place determined solely by Aurora to be conducive to the professional control of the sale and protection of property. For this reason, Aurora retains the right, at its sole discretion, to refuse admission to anyone wanting to participate in the Auction. In addition, Aurora reserves the right to record the Auction via electronic media (sound, video, etc.) for its own internal use only; no copies of these recordings will be made available to consignors or Buyers unless Aurora, in its sole discretion, chooses to do so.

## 4. Buyer Registration:

All potential Buyers desiring to participate in the Auction sale must register to bid prior to the Auction, either via Ebay live auctions or by completing a Buyer Registration available on Aurora's website. It is the responsibility of the Buyer to accurately and legibly complete fully the Buyer Registration form. Every Buyer must be prepared to show ID upon registration. Aurora retains the right to approve all Buyers participating in the Auction. Buyers not approved by Aurora will not be permitted to participate in the Auction. By submitting a bid, the Buyer acknowledges receipt of the Catalog, that the Buyer has read the Terms and Conditions of Sale and the descriptions for the lot(s) on which they have bid, and agrees to adhere to the Terms and Conditions of Sale. The Buyer acknowledges that the invoice describing a lot by number incorporates by reference the Catalog and Terms and Conditions of Sale. Buyers are responsible for providing satisfactory credit references or to deposit a minimum twenty-five percent (25%) of their total bids for the relevant Auction or any other amounts as Aurora may, in its sole and absolute discretion, require before bids will be accepted. Buyer will not be registered until (a) signed "Buyer Registration Form" and "Absentee Bid Sheet" (if appropriate) forms are received by Aurora prior to the Auction and (b) Aurora approves Buyer for participation in the Auction. Buyer is solely responsible for accuracy of completion of the Registration Form and Bid Sheet. Aurora will not accept "Buy" or "Unlimited" bids.

## 5. Bidding:

### a) General

Bidding in this sale constitutes acceptance by the Buyer of all the Terms and Conditions of Sale stated herein.

All items shall be sold in independent lots to the Buyer at the highest bid as determined by the Auctioneer. The Auctioneer/Aurora may accept or decline any bid, challenge any bid or bidding increment, at the Auctioneers/Aurora's exclusive discretion. Bids must be for an entire lot and each lot constitutes a separate sale. No lot will be broken up unless otherwise permitted by the Auctioneer. Lots will be sold in their numbered sequence unless Auctioneer/Aurora directs otherwise. It is unlawful and illegal for Buyers to collude, pool, or agree with another Buyer to pay less than the fair value for lot(s). Buyers in the Sale acknowledge that the law provides for substantial penalties in the form of treble damages and attorneys' fees and costs for those who violate these provisions.

Aurora shall have the right at its sole discretion to rescind acceptance of any bid and place the lot(s) for Sale again. Aurora's decision shall be final. When identical bids are received for a lot, preference is given to the first bid received as determined by the Auctioneer/Aurora. A mail bid will take precedence over an identical floor bid; a Floor Buyer and Telephone/Internet Buyer must bid higher

than the highest mail bid to be awarded any lot. Auctioneer/Aurora reserve the right to refuse any bid, to reduce any mail bid received, to open the bidding of a lot at any level deemed appropriate by Aurora/Auctioneer and to determine the prevailing bid, at Aurora's sole discretion.

Lot(s) may carry a reserve, which is a confidential price or bid below which the Auctioneer will not sell an item or will re-purchase on behalf of the Consignor or for Aurora. The Auctioneer may open or accept the bidding on any lot by placing a bid on behalf of the Consignor or his or her agents or a Buyer by mail, telephone, Telefax, Internet or any other participant in the sale.

If Buyer bids through an agent, the agency must be disclosed in writing to Aurora prior to the Auction Sale. If the agency is not disclosed, Aurora may choose to rescind the sale and otherwise the benefits of the warranty shall not transfer to the undisclosed Buyer and instead shall be limited to the agent.

All Buyers who examine lot(s) prior to the Auction Sale, personally assume all responsibility for any damage that Buyer causes while handling or examining lot(s). Aurora has exclusive discretion in ascertaining the value of any damage caused, which shall be promptly paid by the responsible Buyer.

Pursuant to a separate agreement with Aurora, Consignors or their agents may be permitted to bid on their own lots in the Auction sale and may receive a rebate commission in whole or part if successful. Where the Consignor has re-purchased a lot and the lot is either returned to the Consignor or otherwise dealt with or disposed of in accordance with the Consignor's direction, or pursuant to contractual agreement, Aurora reserves the right to so note in the prices realized or to omit a price from the price realized list.

Aurora reserves the right to bid on its own account at any Auction sale. Aurora reserves the right to include in any Auction sale its own consignments as well as consignments from affiliated or related companies, principals, officers or employees. Aurora may have direct or indirect interests in these, or other items, and may collect commissions. Buyer acknowledges and agrees that Aurora may not be required to pay a Buyer's Commission, or other charges and/or fees that other Buyers may be required to pay and may have access to information concerning the lot(s) that is not otherwise available to the public, such as a Consignor's reserve. Any claimed conflict of interest or claimed competitive advantage resulting therefrom is expressly waived by all participants in the Auction.

## AURORA IS NOT RESPONSIBLE FOR ANY MISTAKES IN BIDDING.

Buyer is responsible to bid on the correct lot(s) and acknowledges that the Buyer is willing and able to pay the maximum bid amount bid PLUS the Buyer's Commission and any and all related fees and charges. Once the hammer has fallen and the Auctioneer announces the winning Buyer, the Buyer is unconditionally responsible to pay for the lot, even if the Buyer has made a mistake.

Buyer acknowledges that, in the instance of an error/discrepancy between the photograph of a lot and the written description in the Catalog, in all instances, the written description of the lot(s) shall be construed as the accurate representation of the lot. All written descriptions in the Catalog are subject to Errata Corrections, posted by Aurora on the Internet or printed and/or distributed by Aurora at the Auction or with the Catalog. Buyer acknowledges that it is the Buyer's responsibility to obtain a copy of the errata sheet prior to bidding. Buyer may not revoke a Bid based on an error in the description for a lot for which an Errata Correction was published by Aurora.

Buyer acknowledges and agrees that description and grading of a Lot is a process by which an estimated value of a lot is determined. Grading is an educated opinion; it is not an established fact. The grade and estimated value herein represent the opinion of Aurora and/ or its Consignor(s)/Sellers. Every Buyer's individual examination of the item(s) is the determining factor and not the grade determined by others. Every reasonable effort is made by Aurora to ascertain provenance and authenticity of a Lot. It is the Buyer's responsibility to determine value prior to bidding. In any purchase or sale, the value of the item(s) is determined by the price. **THE BUYER HEREBY ASSUMES ALL RISKS OF VALUE CONCERNING ANY AND ALL PURCHASES.**

Bids will not be accepted from persons under eighteen (18) years of age.

### b) Absentee Bidding

Absentee bidding allows the Buyer to participate in an Auction as though the Buyer were there. It is the Buyer's responsibility to identify those lots the Buyer is interested in bidding on and to record them accurately on the Absentee Bid Sheet. It is the responsibility of the Buyer to legibly and fully complete the Bid Sheet. It is the responsibility of the Buyer to submit the Absentee Buyer Registration Form and Bid Sheet pages to Aurora via mail or fax at least twenty four (24) hours in advance of the Auction. Bids are recorded in the order they are received. Preference is given to the first bids received in case of a tie. Mail bids take precedence over live, internet or fax bids in the order of date and time received if they are received prior to these other bids.

#### 6. Buyer's Commission:

A Buyer's Commission on each individual lot will be added to all purchases made by Buyers, except for re-acquisitions by Consignors, regardless of affiliation with any group or organization, and will be based upon the total amount of the final bid. A reacquisition charge may apply to Consignors pursuant to a separate agreement, which may be higher or lower than the Buyer's Commission.

#### 7. Payment by Buyers:

Buyer understands and acknowledges that it may take up to a week after the Auction for Buyer to receive an invoice for the Lots won during the Auction and the related packing, shipping and insurance charges due to the time it takes to pack and estimate all shipments for the Auction. All payments for Lots must be made within five (5) days of the buyer's receipt of invoice, either electronically or by mail, otherwise the sale may be rescinded at Aurora's discretion and non-paying bidders will be reported to eBay.

Payments are to be made by check, cashier's check, wire(Bank) transfer, credit card information provided directly to Aurora or via ELECTRONIC CHECK ONLY VIA PAYPAL to [vcampbell@aurorauctions.com](mailto:vcampbell@aurorauctions.com). NO CREDIT CARD PAYMENTS VIA PAYPAL WILL BE ACCEPTED. Aurora must be contacted in advance for wiring instructions before sending a wire(Bank) transfer. Buyer agrees that all fees charged to Aurora for payment by Buyer, including returned check fees, wire(Bank) transfer fees, customs fees and duties are the responsibility of the Buyer. Deposits received with bids will be applied to the Buyers invoice. Remaining deposits will be promptly refunded, upon clearance of the funds.

Non-payers will be reported to the relevant internet auction house, and Buyer acknowledges and agrees that any Buyer who does not complete his/her purchase of the lot(s) from the Auction by making payment for the lot(s) as required under these Terms and Conditions shall be not be allowed to participate as a Buyer in future Auctions conducted by Aurora. If a successful Buyer fails to make payment when due, Aurora reserves the right to resell the lot(s) in a commercially reasonable manner, which may include a private sale. Buyer agrees to pay for the reasonable cost(s) in the event of such a sale, in addition to any related costs of sale, including reasonable attorneys' fees and costs, cataloging and any other reasonable charges.

Fees in addition to the Buyer's Commission may be assessed to Buyer's purchases if applicable, to include (but not limited to) taxes, freight, shipping, packing, handling, postage, insurance and/or any and all other fees and taxes mandated by law. Any fee or tax not collected by Aurora from the Buyer due to oversight, error, negligence, mistake or retroactive legislation/taxation, is the responsibility of the Buyer. Buyer acknowledges and agrees to pay any and all fees, taxes, interest and penalties promptly to Aurora upon demand.

On any accounts past due, Aurora reserves the right to extend credit and impose periodic charges. If any invoice is not paid for in full when due per invoice terms, the unpaid balance will earn interest at the rate of one-and-one-half percent (1-1/2%) per month until it is paid in full. In the event this interest rate exceeds the interest permitted by law, the interest rate will be adjusted to the maximum rate permitted by law. Buyer agrees to pay all reasonable attorneys' fees, court costs and other collection costs incurred by Aurora or any affiliated or related company to collect past due invoices. Aurora reserves the right to assign its interest to any third party.

Buyer personally and unconditionally guarantee payment(s) that are due or owed or become due or owed to Aurora. Buyer agrees that Buyer is responsible for full payment for all Lots upon which Buyer is the successful Bidder and that Aurora shall not recompute Buyer's invoice to separate out items Buyer may have purchased on behalf of any other individual. If the Buyer is a corporation, the corporate representative attending the sale shall provide Aurora, upon registration, with a statement signed by each principal, director and officer that they personal-

ly, jointly, severally and unconditionally guarantee any and all current or future obligations owed to Aurora.

Buyer grants to Aurora or its assigns the right to offset any sums due, or found to be due to Aurora, and to make such offset from any past, current, or future consignment that are in the possession or control of Aurora; or from any sums due to Buyer by Aurora. Buyer further grants Aurora a security interest in such sums or items to the extent applicable. Buyer agrees that Aurora or its assigns shall be a secured party with respect to items bought by Buyer and in the possession of Aurora, to the extent of the maximum indebtedness, plus all accrued expenses attorney fees and costs, until the indebtedness is paid. Buyer grants Aurora or its assigns the right to file a UCC on such items without need for Buyers signature, and to assign such interest to any affiliated or related company or any third party deemed appropriate by Aurora.

Aurora will not release lots to the Buyer for which good funds have not been received.

#### 8. Shipping:

Aurora will ship worldwide but will only ship in the U.S. by UPS, Federal Express or DHL to allow tracking of the shipment. In compliance with all local, state, federal and international regulations, the full value of lots is always declared for shipping and insurance purposes. All lots will be shipped insured for the value of the lot plus Buyers commission but not including shipping charges.

Shipping charges may include but are not limited to packaging costs, handling charges, charges by the carrier and any fuel surcharges imposed by UPS, Federal Express, DHL or any other carrier.

Aurora will not assume responsibility for the shipping and packaging of certain larger items or items of a more fragile nature sold in the Auction as identified in the Catalog as requiring professional shipping or crates. Due to the fragility of some items, Aurora may charge additional shipping and handling fees for such items. "Framed" lots are shipped at the Buyer's risk. For items designated in the Catalog as requiring professional packing and shipping, it will be the responsibility of the Buyer to make all packing and shipping arrangements.

Claims for any goods damaged during shipping will be submitted to the appropriate carrier or freight company for insurance reimbursement. If an item is damaged in shipping, Buyer agrees to retain all packaging materials until authorized by Aurora to dispose of it and to cooperate with Aurora to follow insurance reimbursement protocol required by the carrier and will, at the request of either Aurora or the carrier, allow or arrange inspection of the damaged goods, assist in preparation of any paperwork involved in submitting the claim for insurance reimbursement and obtain estimates of repair costs.

Any lot shipped in error by Aurora to a Buyer will be immediately returned to Aurora from the Buyer upon notification to Buyer by Aurora of incorrect shipment. If for some reason a lot cannot be recovered from Buyer to whom it was erroneously sent, Aurora will generate and Buyer who should have received the lot will accept, a refund of all monies paid for the lot (e.g. hammer price, Buyers premium, shipping, handling, taxes, insurance et al) as settlement in full, which, once tendered by Aurora, relieves and releases Aurora from any responsibility whatsoever to the Buyer, even if the instrument is not cashed or is returned. In addition, Buyer who did receive the lot erroneously agrees that if the lot is not returned to Aurora upon demand, Buyer will be responsible for payment for the lot and the related shipping and other charges.

#### 9. Returns:

For those Buyers participating in the Auction sale via mail, Telefax or Internet who have not had the opportunity to see the lot(s), if there is a material error in the Catalog description, the lot may be returned if written or email notice is received and receipt thereof is acknowledged by Aurora within five (5) calendar days of receipt of the lots by Buyer. Buyer must obtain written or email approval from Aurora for the return of lots. Returned lot(s) must be received by Aurora no later than twenty-one (21) calendar days after receipt of lots by the Buyer and must be in the same condition delivered to the Buyer, and in their original containers. Payment by Buyer for purchase of lot later than 30 days from receipt of Aurora notification either by mail or email of amount due for the lot will void and cause to be revoked all return privileges. THIS IS NOT AN APPROVAL SALE. Buyers who physically attend the Auction, either personally or through an agent ("Floor Buyers") should carefully examine all lots that they are interested in purchasing. Therefore, except as otherwise provided in these Terms and Conditions of Sale, NO LOT MAY BE RETURNED THAT IS PURCHASED

BY A FLOOR BUYER, A TELEPHONE BUYER, OR ANY OTHER BUYER WHO HAS HAD AN OPPORTUNITY TO VIEW THE LOTS prior to the Auction.

#### 10. Warranties and Disclaimers:

This Agreement supersedes all other prior agreements or understanding with respect to the subject matter hereof. This agreement may only be amended or supplemented by an agreement in writing signed by both parties hereto. Successors in interest to this Agreement inure to the benefit of, and shall be binding upon the heirs, administrators, successors, and assignees of the parties hereto.

Each person executing this Agreement in a representative capacity represents and warrants that he is empowered to do so.

Unless, otherwise set forth herein, all other items and lot(s) sold at the Aurora Auction are sold with a limited warranty that the item sold is authentic. Any other warranty is expressly disclaimed. Any claims regarding a lack of authenticity must be made within one (1) month from the date of the Auction and may only be made by the original Buyer of record at the Auction. Any claims disputing the authenticity of an item sold at the Auction sale will be submitted to experts selected solely at Aurora's discretion who will utilize methods of verification the same as used by Aurora. Buyer acknowledges decision of said expert(s) will be final and binding. Scientific processes not generally accepted for use at the time of the Auction Sale or those that are unreasonably expensive or impractical are excluded as methods of verification.

If a successful challenge to the authenticity of any lot(s) results, Aurora agrees to reimburse the respective Buyer and Buyer agrees to accept, an amount equal to the successful bid price actually paid by Buyer at the Auction sale plus any Buyer's Commission, and other fees actually paid, in full and complete satisfaction of all claims, which once tendered by Aurora, relieves and releases Aurora from any responsibility whatsoever to the Buyer, even if the instrument is not cashed or is returned.

Large lot(s) or lot(s) described as being "sold as is" are not returnable for any reason whatsoever, either partially or in full.

No warranty, express or implied, including a warranty of merchantability, is made with respect to any grade description which description Buyer acknowledges as only an opinion that is likely to differ, even among experts.

Aurora reserves the right to withdraw any lot at any time, even after the hammer has fallen, until the Buyer has taken physical possession of the lot. No Buyer shall have a right to claim any consequential damages if a lot is withdrawn, even after the Auction.

No employee or agent of Aurora has authority to vary or alter these Terms and Conditions of Sale. Any alteration shall be effective only in writing and signed by an authorized Aurora officer. Except as set forth in the Certificate of Authenticity for Fine Prints, all oral and written statements made by Auctioneer/Aurora and its employees are statements of opinion only, and are not warranties or representations of any kind.

Buyers shall not have recourse against Consignors.

Buyer expressly consents to the following Waiver and Release: Buyer, for himself, his heirs, agents, successors and assigns, generally and specifically waives and releases, and forever discharges Aurora, and its respective affiliates, parents, shareholders, agents, subsidiaries, employees, members of their respective boards of directors, and each of them, and their respective successors and assigns from any and all claims, rights, demands and causes of action and suits, of whatever kind or nature, whether in law or equity, whether known or unknown, suspected or unsuspected, which Buyer may claim to have with respect to and/or arising out of, or in connection with any challenge to the title to any goods purchased, the sale itself, and/or the Auction, except where such reimbursement is otherwise authorized in these Terms and Conditions of Sale.

It is the intention of Buyer that this waiver and release shall be effective as a bar to each and every claim, demand, cause of action and suit that may arise hereunder, and Buyer hereby knowingly and voluntarily waives any and all rights and benefits otherwise conferred upon him by the provisions of Section 1542 of the CA Civil Code, which reads in full as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Title to any lot remains with Consignor, any secured party of the Consignor, or Consignor's assigns, as the case may be, until the lot is paid for in full by Buyer. Aurora reserves the right to require payment in full before delivering any lot to the successful Buyer. If any Lot(s) is confiscated or seized by a governmental agency for any reason relating to the Consignor's right or authority to consign the Lot for Auction or in satisfaction of any debts or amounts due to a governmental agency, Buyer agrees to indemnify Aurora against any and all claims for damages or responsibility resulting from the confiscation or seizure of the Lot(s) and relieves Aurora from the responsibility to deliver the Lot or to refund any amounts paid by the Buyer for the Lot.

It is the Buyer's responsibility and obligation to have the lots fully insured while in his or her possession. Buyer assumes any and all RISK OF LOSS while the lot(s) is in Buyer's possession.

If a dispute arises concerning ownership of a lot that has been bid upon, Aurora reserves the right to commence a statutory inter pleader proceeding at the expense of the Consignor and successful Buyer and any other applicable party, and in such event shall be entitled to its reasonable attorneys' fees and costs.

All scans and photographs in this Catalog are of the actual items being sold, but in most instances the photographs are not the actual size, scale or color.

Aurora retains the right to cancel or postpone the Auction sale or any session thereof for a reasonable period of time for any reason whatsoever. No Buyer shall have any claim as a result thereof, including incidental or consequential damages.

Neither Aurora nor any affiliated or related company shall be responsible for incidental or consequential damages arising out of any failure of the Terms and Conditions of Sale, the Auction or the conduct thereof and in no event shall liability for any such failure exceed the purchase price, premium, or fees paid.

Rights granted Buyers under the within Terms and Conditions of Sale are personal and apply only to the Buyer who initially purchases the lot(s) from Aurora. The rights may not be assigned or transferred to any other person or entity, whether by sale of the lot(s), operation of law or otherwise. Any attempt to assign or transfer any such rights shall be absolutely void and unenforceable. No third party may rely on any benefit or right conferred by these Terms and Conditions of Sale.

If the Buyer fails to comply with one or more of these Terms and Conditions of Sale, then, in addition to all other remedies that it may have at law or in equity, Aurora may at its sole option, either (a) cancel the sale, retaining all payments made by Buyer as liquidated damages, it being recognized that actual damages may be speculative or difficult to compute, or (b) sell a portion or all of the lot(s) held by Aurora, in a quantity sufficient in the opinion of Aurora to satisfy the indebtedness, plus all accrued charges. More than one such sale may take place at the option of Aurora. Notice of this sale shall be by email, fax, or U.S.P.S. Certified Mail, Return Receipt Requested to the address utilized on the Bid Sheet, Auction Consignment and Security Agreement or other last known address by Aurora. Such sale will be at Aurora's standard commission rates at public or private sale. The proceeds shall be applied first to the satisfaction of any damages occasioned by Buyer's breach, then to any other indebtedness owed to Aurora, including without limitation, commissions, handling charges, the expenses of both sales, reasonable attorneys' fees, costs, collection agency fees and costs and any other costs or expenses incurred. Buyer is also liable to Aurora if the proceeds of such sale or sales is insufficient to cover the indebtedness.

These Terms and Conditions of Sale and the Auction shall be construed and enforced in accordance with, and governed by, the laws of the State of California in the county of Ventura, regardless of the location of the Auction Sale. Each party to this agreement hereby agrees that any controversy or dispute arising under this agreement or any of its provisions, or any breach thereof, shall be settled and resolved by binding arbitration before one arbitrator in the county of Ventura in the state of California and not elsewhere, in accordance with the Federal Arbitration Act, 9 US Code ss1-16. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, including courts of California and both parties waive their right to seek remedies in court including a right to a jury trial. Each party further agrees that the prevailing

party will be reimbursed by the losing party for any and all costs and expenses incurred in connection with the arbitration except that each party shall be responsible for its own attorney fees.

If any section of these Terms and Conditions of Sale or any term or provision of any section is held to be invalid, void, or unenforceable by arbitrator or by any court of competent jurisdiction, the remaining sections or terms and provisions of a section shall continue in full force and effect without being impaired or

invalidated in any way.

## THANK YOU'S

We wish to thank all of the individuals who have helped us assemble this sale and catalog; we appreciate their support and hard work and wish to recognize them:

### OUR CONSIGNORS

### OUR BUYERS

#### AURORA RESEARCHERS:

**Maureen Clemmons**

**Michael Sicuro**

**Jackie Bruton**