

## CONDITIONS OF SALE – PRIVATE TREATY

THE PLACING OF AN OFFER SHALL CONSTITUTE ACCEPTANCE OF THESE CONDITIONS OF SALE BETWEEN PURCHASER AND DANIEL F. KELLEHER AUCTIONS, LLC ("KELLEHER")

### SALES

1. Each lot is sold on a first come, first served basis as priced net in the catalog. The first order of record will be the successful buyer. Orders are accepted by telephone, telefax, email, mail and courier services. All lots must be paid in full upon invoice.

### EXHIBITION AND INSPECTION OF LOTS; QUALITY AND AUTHENTICITY

1. Each lot is sold as genuine and as described. No in-person viewing.

### PAYMENT FOR PURCHASES

2. (a.) Payment for lots must be made in U.S. dollars.

(b.) Unless otherwise acceptable to Kelleher, payment is to be made only in the form of cash, bank check or certified check, personal check (which must clear prior to delivery of lots), credit card (AMEX, Visa, MasterCard and Discover), PayPal [see item "c" below] or bank wire. Details for payments follow:

Paypal at [Paypal@kelleherauctions.com](mailto:Paypal@kelleherauctions.com)

US\$ bank wire transfer to:

Union Savings Bank, 225 Main Street, Danbury, CT 06810

ABA #: 221172241 or SWIFT # UNSGUS33

For Further Credit To:

Daniel F. Kelleher Auctions LLC, P O Box 220, Bethel, CT 06801

Account Number: 596 005 717

(c.) Payments made by Paypal or credit card are accepted with a 3% convenience fee and payable in US\$ only.

3. Title shall not pass to the purchaser until full payment has been received by Kelleher as agents for the consignor or vendor.

4. (a.) Purchasers agree to pay for lots in full, and no credit is extended; a late payment charge of 2% per month or fraction thereof shall be added if payment is not made in accordance with the aforesaid conditions.

(b.) In the event that a purchaser shall fail to comply with these Conditions of Sale ("Non-Complying Purchaser"), then, as to any lot with respect to which such failure to comply occurs, Kelleher, may, in its sole discretion, re-offer such lot during an auction at a later time, or by private treaty at such time as Kelleher Auctions, in its sole discretion, deems appropriate and the Non-Complying Purchaser shall be liable for the deficiency, if any, between the hammer price and the net proceeds of a sale to a subsequent purchaser, whether at auction or by private treaty, as well as for all costs and expenses of both sales, all other charges due thereunder, including commissions with respect to both sales, whether payable to Kelleher or to a third party and all incidental damages. It shall be in Kellehers' sole discretion to determine whether to re-offer the lot theretofore sold to a Non-Complying Purchaser at a subsequent auction, or by private treaty in due course, by Kelleher. In no event shall any surplus arising from the sale of a re-offered lot be payable to a Non-Complying Purchaser.

(c.) A defaulting purchaser shall be deemed to have granted Kelleher a security interest in property in Kellehers' possession owned by such purchaser. Kelleher shall have all of the rights afforded a purchase money secured party under the Connecticut or Massachusetts Uniform Commercial Code with respect to such property and may apply against such obligations all monies held or received by it for the account of, or due from Kelleher to such purchaser. Kelleher is authorized to file a Financing Statement in order to perfect its rights as a secured party.

(d.) If Kelleher takes any legal steps to secure payment of a delinquent account, the defaulting purchaser shall be liable for all legal and other expenses incurred by Kelleher to secure such payment, including but not limited to a reasonable allowance for attorneys' fees. For purposes of this paragraph, the term legal steps shall be deemed to include any and all consultation by Kelleher with its attorneys with respect to all matters arising out of a delinquent account.

### SALES TAX/CUSTOMS DUTIES

5. Unless presented with satisfactory proof that the transaction is exempt from taxes by law, the successful purchaser is responsible for any compensating use taxes of any other state claiming jurisdiction, and authorizes Kelleher to assess and collect such amounts from purchaser, and remit the appropriate amount to the applicable taxing authority. Buyers outside the U.S. are responsible for all customs duties and taxes. A purchaser shall indemnify Kelleher and hold it harmless of and from any claims of any jurisdiction for sales taxes or customs duties relating to the purchase of articles at the auction, whenever the same may arise.

### DELIVERY/SHIPMENT OF LOTS

6. All lots are priced net and include standard delivery to most delivery addresses. Insurance is extra at the cost of such if required will be paid by the buyer, if so desired. Please enquire with any specific shipping queries.

### APPLICABLE LAW/ JURISDICTION AND VENUE OF ACTIONS

7. The purchaser (a) consents and submits to the jurisdiction of the Courts of the State of Connecticut and of the Courts of the United States for a judicial district within the territorial limits of the State of Connecticut for all matters arising out of this auction sale, including, without limitation, any action or proceeding instituted for the enforcement of any right, remedy, obligation and liability arising under or by reason thereof; and (b) consents and submits to the venue of such action or proceeding in the City of Danbury, County of Fairfield, State of Connecticut (or such judicial district of a Court of the United States as shall include the same, and (c) further consents that service of process in any action relating thereto may be effected by registered mail, return receipt requested address to the purchase at the address given to the firm at the time of the sale.