

TERMS AND CONDITIONS OF SALE

All persons desiring to bid must be registered prior to the auction and must have obtained a Bidder's Number.

Lone Star Auctioneers, Inc., hereinafter referred to as the Auctioneer, reserves the right to add to or withdraw from the auction any items listed or not listed, to group individual lots into larger lots for sale, to subdivide lots into smaller lots for sale, or to sell all lots in bulk when it is in the best interest of the Seller. Changes to or additional terms and conditions, additions or deletions may be announced by the Auctioneer before or during the course of the auction.

Lone Star Auctioneers, Inc. neither conducted an appraisal nor has any association with the appraiser for this auction. The appraisal is conducted under a contract with the State of California which is entirely separate from the Auction contract. The Auctioneer has no control over the appraisal contract, and cannot warrant, stand behind or guarantee information contained in the appraisal. Further, Lone Star Auctioneers, Inc. will not refund or reimburse the buyer's premium on any item based on errors and/or omissions of the appraisal.

All items are sold AS IS, WHERE IS with no warranty, expressed or implied. The Auctioneer shall not be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance, refund or set aside will be made on account of any incorrectness, error in cataloging, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have inspected thoroughly the merchandise and to have satisfied himself or herself as to its condition and value and to bid based upon that judgment solely.

Security for purchases is the responsibility of the buyer and begins immediately upon the sale of each lot. Removal is at the expense, liability and risk of the buyer. Auctioneer shall not be responsible for goods not removed within the specified time period. Auctioneer shall not be responsible for non-delivery or for any other matter or thing to any purchaser of any lot, in any event.

The Auctioneer reserves the right to reject any and all bids and to bid as agent on behalf of the Seller and any Absentee Bidder. The Seller reserves the right to bid on behalf of himself or herself and reserves the right for any agent so designated. The Auctioneer is acting as Agent for the Seller and all representations made by Auctioneer are made on behalf of the Seller. The Auctioneer is not responsible for the acts or representations of the Seller. Any action or recourse will be directed to the Seller and not to the Auctioneer.

Settlement must be made in full immediately upon the completion of the auction by cash, Cashier's Check or check accompanied by a current **original** Bank Letter of Guarantee (to be presented upon registration). Seller shall retain full security interest in all merchandise until full and complete payment is made to seller or Lone Star Auctioneers, Inc. Shipping, handling, insurance, storage and security charges will be calculated and paid at the time of payment at the auction.

In addition to all other remedies allowed by law, the Auctioneer may retain all monies received, deposit or otherwise, as liquidated damages. Merchandise not paid for and removed within the specified time period may be resold without notice. All expenses of resale and any deficiency will be charged to the defaulting buyer. Bidders who fail to pay will not be allowed to return to future auctions.

The Auctioneer maintains sole authority to resolve disputes. His or her decision shall be final and absolute. Upon the sale of each lot, the Auctioneer announces the final sale price and successful Buyer's number. All questions or disputes regarding buyer, lot identity, price or quantity must be resolved immediately upon the

sale of said lot. No changes or adjustments will be made at any later time. The record of the sale kept by the Auctioneer and sale clerk will be taken as final in the event of any dispute.

All persons attending preparation, inspection, sale or removal of merchandise assume all risks whatsoever of damage or loss to person and property and specifically release the Auctioneer from all liability therefore. The Auctioneer shall not be liable by reason of any defect in or condition of the merchandise or premises on which the sale is held.

All descriptions of items for sale contained herein or provided orally or in writing at the time of the auction are believed to be correct, but the Auctioneer makes no representation or warranty, express or implied, as to the accuracy of any such description, and hereby specifically disclaims any such warranty. The buyer specifically agrees and acknowledges that the use of the term "tested" as used to describe articles of jewelry means only that the Auctioneer believes that the article described has been tested as to the gold or silver content of the article described, but the Auctioneer makes no warranty that the gold or silver content is as described. Likewise, the description of an article as a diamond or other gem or the description of an article as being of a particular brand does not constitute any representation or warranty that the article is as described. The buyer hereby agrees to rely solely on his/her own expertise to determine the value of any item purchased rather than the description of any article contained in the catalog or announced by the auctioneer.

The buyer agrees that any item successfully bid upon will be paid for by the buyer immediately following the conclusion of the auction and before departing the auction premises by delivery of cash or a check drawn on an account containing sufficient immediately available funds. To the extent that the bidder is an individual acting on behalf of a corporation registered as the bidder, the individual bidder shall be jointly and severally liable with the corporation for payment of the purchase price. The buyer acknowledges and agrees that no "stop payment" order shall be issued or honored. The buyer further agrees that a stop payment order or a check returned marked "insufficient funds" shall be considered prima facie evidence of an intent on the part of the buyer to defraud the Auctioneer at the time of delivery of the check.

The buyer agrees that the act of submitting a bid shall constitute acceptance of each and every term and condition contained herein and of any additional terms and conditions which may be posted at the auction or which may be announced by the auctioneer. The buyer agrees that in any dispute between the seller and the buyer or between competing bidders arising in connection with any sale at the auction, the Auctioneer shall have the right but not the obligation to settle such dispute, and the buyer shall abide by the decision of the auctioneer, whose decision shall be final with respect to such matter. The buyer further agrees to indemnify the Auctioneer for all liabilities, damages, costs, and expenses including attorneys fees incurred in connection with any such dispute or in connection with any claim, litigation, controversy, dispute or proceeding arising from any purchase of an article by the buyer or from any subsequent sale of such article to any third party.

Upon payment of any amount to Seller, the Auctioneer or its assigns shall be subrogated to all of the Seller's rights of recovery. The court of record for any action arising from performance under these terms and conditions will be in Tarrant County, Texas.

Signature

Date

ALL SALES ARE FINAL!

NO PAY, NO RETURN!