Conditions of Sale for Motor Vehicles

The following Conditions of Sale, together with the Bidder Information included in this Catalog, as amended by any Saleroom Notices, other published or posted notices or any verbal announcements during the Sale, set forth the terms and conditions on which property listed in the Catalog shall be offered for sale or sold by Bonhams and any Seller of such property for whom Bonhams acts as agent. By registering to bid and/or by bidding in the Sale the Buyer/bidder agrees to be bound by these terms and conditions.

If live online bidding is made available for this Sale, additional terms and conditions will apply to bidders participating in the Sale via Bonhams' live online bidding system, which supplemental online terms and conditions shall be deemed a part of these Conditions of Sale. Please see www.bonhams.com/WebTerms for more information.

1. DEFINITIONS

In these Conditions of Sale, the following words and expressions shall (unless the context requires otherwise) have the following meanings:

1.1 'Auctioneer' means the representative of Bonhams conducting the auction, including any local auctioneer or affiliated entity Bonhams may engage to assist with the Sale.

1.2 'Bonhams' means Bonhams & Butterfields Auctioneers Corporation (including where applicable its authorized representatives and affiliated entities).

1.3 'Buyer' means the person to whom the Lot is knocked down by the Auctioneer or otherwise acknowledged as the Buyer by Bonhams (see paragraph 7.1).

1.4 'Catalog' means the booklet or digital rendering in which these Conditions of Sale appear or the online lot listing which links to these Conditions or Sale, as may be amended by the saleroom notices or any other published or posted notices at the Sale and/or online, or any verbal announcements during the Sale.

1.5 'Hammer Price' means the price in U.S. dollars (or the currency in which the sale of the Lot is conducted) at which a Lot is knocked down by the Auctioneer to the Buyer of the Lot.

1.6 'Lot' means each lot of property purchased at the Sale by the Buyer.

1.7 'Buyer's Premium' shall have the meaning given in paragraph 8 of these Conditions of Sale.

1.8 'Purchase Price' means the sum of the Hammer Price, the Buyer's Premium, any applicable import duty, any license and/or documentation fees, and any sales, use or other tax due to any governmental authority as a result of the Sale of the Lot.

1.9 'Reserve' means the minimum Hammer Price agreed between Bonhams and the Seller at which a Lot may be sold, which amount shall not exceed the low pre-sale estimate for the Lot.

1.10 'Sale' means the auction, as set forth in the Catalog.

1.11 'Seller' means the person who offers the Lot for sale.

2. BONHAMS AS AGENT

Bonhams sells as agent for the Seller (except in limited instances where it may be selling a Lot as principal) and is not responsible for any breach or default by the Seller or the Buyer. Occasionally, Bonhams may have a legal, beneficial, or financial interest in a Lot.

3. CURRENCY CONVERTER

Solely for the convenience of bidders, a currency converter display may be provided at Bonhams' sales. The rates quoted for conversion of other currencies to U.S. dollars (or the currency in which the relevant sale is conducted) are indications only and should not be relied upon by anyone, including any bidder, and neither Bonhams nor its agents shall be responsible for any errors or omissions in the currency converter. The bid price stated by the Auctioneer is the prevailing and binding bid price.

4. BONHAMS' DISCRETION; IMPLEMENTATION OF RESERVES

4.1 Bonhams shall have the right, in its absolute and sole discretion, to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot from the Sale at any time and, in the case of any error or dispute with respect to bidding to determine the successful Bidder, to re-open the bidding, to cancel the sale, or to re-offer and re-sell the Lot. In the case of any dispute with respect to bidding, Bonhams' records shall be conclusive.

4.2 Bonhams shall have the right, in its sole discretion, to cancel or rescind the sale of any Lot if (i) the Buyer is in breach of the Buyer's warranties (see paragraph 7.3); (ii) Bonhams, in its sole discretion considers that such transaction might be unlawful or might subject Bonhams, the Seller or the Buyer to any liability, including liability to any third party; (iii) if Bonhams is prevented by fire, theft or any other reason whatsoever from delivering any Lot to the Buyer or a sale otherwise cannot be completed; or (iv) there are any other grounds for cancellation under these Conditions of Sale. In the event of a sale cancellation or rescission, Bonhams' liability shall be limited to the sum of the Purchase Price actually paid for the Lot by the Buyer and shall in no event include any compensatory, incidental or consequential damages.

4.3 All Lots are offered subject to a Reserve unless otherwise indicated in the Catalog. If a Lot is offered subject to a Reserve, Bonhams may implement such Reserve by the Auctioneer's bidding on behalf of the Seller, whether by opening bidding or continuing bidding in response to other bidders, until reaching the Reserve. If Bonhams has an interest in a Lot and the sale proceeds therefrom other than its commissions and fees, the Auctioneer may bid therefor until reaching the Reserve to protect such interest. Sellers are not allowed to bid on their own Lots.

5. INJURY ON BONHAMS' PREMISES; DAMAGE TO LOTS ON VIEW

5.1 Bonhams shall not be liable for any loss, damage or injury sustained by any person while on Bonhams' premises (including the third-party premises where a sale, pre-sale viewing or inspection may be conducted) or a Lot, or a part of a Lot, may be on view from time to time, except where such loss, damage or injury is caused by the sole negligence or intentional act of Bonhams, its agents or employees.

5.2 Any prospective bidder or Buyer who damages a Lot, whether negligently or intentionally, will be held liable for all resulting damage and loss and shall pay or reimburse Bonhams (and its principal or agent, as the case may be) in full to rectify the same.

6. BIDDER REGISTRATION

6.1 No person shall be entitled to bid at the Sale without first having completed and delivered to Bonhams a bidder registration form and any other requested information or references, which shall be subject to Bonhams' acceptance in its sole discretion. Prospective bidders' attention is drawn to the bidder registration form appearing elsewhere in this Catalog and related information appearing under the heading 'Buyer Information'.

6.2 New bidders and bidders who have not recently updated their registration details with Bonhams must pre-register to bid at least two (2) business days before the Sale. Individuals will be required to provide government-issued proof of identity and proof of residence. Entity clients will be required to provide certificate of incorporation or equivalent documentation showing the name and registered address, documentary proof of officers and beneficial owners, and proof of authority to transact.

6.3 Bonhams reserves the right to request further information in order to complete bidder identification procedures and at its sole discretion to decline to register any person as a bidder and to reject any bid.

6.4 Bonhams may also request a financial reference (such as a bank letter written on bank letterhead) and / or deposit from bidders before allowing them to bid.

6..5 In order to register to bid, bidders may be required to pay a bidder registration fee as listed in the Buyer Information section. Registration fees are subject to change in Bonhams' discretion and it is each bidder's responsibility to apprise themselves of any changes to the registration fees in advance of the Sale.

7. THE BUYER/BIDDER; BUYER'S/BIDDERS WARRANTIES

7.1 The Buyer shall be the highest bidder acceptable to and acknowledged by the Auctioneer for any Lot, subject to any applicable Reserve and these Conditions of Sale, and any dispute regarding the same shall be settled by the Auctioneer in his or her sole and absolute discretion.

7.2 Every bidder shall be deemed to act as a principal unless prior to the commencement of the Sale there is a written acceptance by Bonhams of a bidder registration form completed and signed by the principal which clearly states that the authorized bidding agent is acting on behalf of the named principal. Every registered bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances. No Lot may be transferred.

7.3 The Buyer/bidder warrants that:

(a) It is not subject to restrictions on trade, including embargoes or sanctions under the laws of the United States, European Union, England and Wales, or other applicable jurisdictions ("Sanctioned Person");

(b) It is not owned, whether wholly or in part, or controlled by any party who is subject to restrictions on trade, including embargoes or sanctions under the laws of the United States, European Union, England and Wales, or other applicable jurisdictions ("Sanctioned Entity");

(c) If acting as an agent (subject to Bonhams' prior written acceptance) for a principal, the principal it is not a Sanctioned Person or Sanctioned Entity (as defined above in sections 7.3(a) and (b)), and Buyer/bidder has conducted appropriate customer due diligence into the principal and agrees that Bonhams shall be entitled to rely upon such customer due diligence, and in connection with such reliance Buyer/bidder further agrees to retain adequate records evidencing the due diligence for a period of 5 years following the consummation of the sale and to make these records available for inspection by an independent auditor upon Bonhams' request;

(d) The purchase of the Lot and the payment funds are not connected with any criminal activity including money laundering, tax evasion or terrorist financing, and the Buyer/bidder (and if applicable, the principal), is not under investigation and has not been charged with or convicted of such criminal activity.

8. BUYER'S PREMIUM

8.1 BUYER'S PREMIUM FOR MOTOR CAR LOTS (*except Supercars on Sunset auction Lots*):

If a purchased Lot consists of a motor car, the Buyer shall pay Bonhams a premium equal to TWELVE PERCENT (12%) on the first Two Hundred and Fifty Thousand Dollars ($250,000) of the Hammer Price of such Lot and TEN PERCENT (10%) on any amount by which such Hammer Price exceeds Two Hundred and Fifty Thousand Dollars ($250,000), together with any applicable sales or use tax and any fees or duty due on the Lot.

8.2 Buyer's Premium for "*Supercars on Sunset*" auction Lots:

If a purchased *Supercars on Sunset* auction Lot consists of a motor car, the Buyer shall pay Bonhams a premium equal to EIGHT PERCENT (8%) of the Hammer Price of such Lot, together with any applicable sales or use tax and any fees or duty due on the Lot.

8.3 Buyer's Premium for Motorcycle Lots:

If a purchased Lot consists of a motorcycle, the Buyer shall pay Bonhams a premium equal to FIFTEEN PERCENT (15%) on the first One Hundred Thousand Dollars ($100,000) of the Hammer Price of such Lot and TEN PERCENT (10%) on any amount by which such Hammer Price exceeds One Hundred Thousand Dollars ($100,000), together with any applicable sales

or use tax and any fees or duty due on the Lot.
8.4 Buyer's Premium for Automobilia, Memorabilia & Other Non-Motor Vehicle Lots:
If a purchased Lot consists of automobilia, memorabilia or other non-motor vehicle property, the Buyer shall pay Bonhams a premium equal to TWENTY-SEVEN AND A HALF PERCENT (27.5%) on the first Three Thousand Dollars ($3,000) of the Hammer Price of such Lot, TWENTY-FIVE PERCENT (25%) on the amount of Hammer Price above Three Thousand Dollars ($3,000) up to and including Four Hundred Thousand Dollars ($400,000), TWENTY PERCENT (20%) on the amount of Hammer Price above Four Hundred Thousand Dollars ($400,000) up to and including Four Million Dollars ($4,000,000), and THIRTEEN AND NINE-TENTHS PERCENT (13.9%) of any amount by which such Hammer Price exceeds Four Million Dollars ($4,000,000), together with any applicable sales or use tax and any fees or duty due on the Lot.
8.5 No Buyer's Premium for Benefit Lots:
No buyer's premium will apply to any Lot explicitly identified in the Lot description or in the Buyer Information section of the Catalog as a 'Benefit Lot'.

9. CONTRACT OF SALE
9.1 On the acceptance of a bid by the fall of the Auctioneer's hammer a contract of sale is made between the Seller and the Buyer. Except in cases where it is acting as selling principal, Bonhams is not a party to the contract of sale and shall not be liable for any breach or default thereof by either the Seller or the Buyer.
9.2 Title to the Lot shall pass to the Buyer when the full Purchase Price for the Lot has been received by Bonhams; provided, however, that Bonhams makes absolutely no representation or warranty with regard to the quality or marketability of such title.

10. PAYMENT
The Purchase Price must be paid in full to Bonhams by cashier's check, money order, or wire transfer in United States currency, no later than the date and time specified in the 'Buyer Information' section of this Catalog. Upon prior arrangement with Bonhams, the Buyer also may pay for a Lot by personal or business check with approved credit, but the Purchase Price shall not be deemed received and the Lot will not be released until the check has cleared for payment. A processing fee will be assessed on any returned checks. Please note that the amount of cash notes and cash equivalents that can be accepted from a given Buyer may be limited.

11. REMOVAL OF LOT
11.1 The Lot must be removed from the preview premises no later than the date and time specified in the 'Buyer Information' section of this Catalog.
11.2 In the event a Lot is not removed timely as provided in paragraph 11.1, Bonhams reserves the right to remove the Lot to storage at the Buyer's risk and expense, whereupon the Buyer shall become liable for uplift, removal, storage and handling charges and applicable taxes as described in the 'Buyer Information' section of this Catalog. The Buyer hereby grants Bonhams an irrevocable power of attorney to remove and store such Lot at the Buyer's risk and expense.

12. RISK OF LOSS OR DAMAGE TO LOT
The Buyer shall be responsible for any loss or damage to the Lot from the time the contract of sale is made as described in paragraph 9.1, and neither Bonhams nor its employees or agents shall be liable for any loss or damage to or caused by all or any portion of the Lot from and after that time.

Packing and handling of purchased Lots are at the responsibility and entire risk of the Buyer. Bonhams is not responsible for any acts or omissions in our packing or shipping of purchased Lots or any acts or omissions of other carriers or packers of purchased Lots, whether or not recommended by Bonhams.

13. VEHICLE REGISTRATION; TAXES AND DOCUMENTATION FEES
13.1 The Buyer is advised that laws in several jurisdictions require that a Lot which is a motor vehicle be registered with governmental authorities, and that a certificate of title is usually necessary in order to obtain such registration. Bonhams makes no representation or warranty with regard to any registration or title document which may accompany the Lot (whether delivered at or following the Sale) or with regard to the future issuance of any title or registration document concerning the Lot. The Buyer of a Lot is solely responsible for making its own independent investigation with regard to the registrability of the Lot and ensuring that it is registered as may be required by law.
13.2 The Buyer is responsible to pay all city, state, federal and any and all other taxes due, unless exempt by law. Proof of exemption is the Buyer's responsibility and subject to Bonhams' verification. With respect to any Buyer that is a resident of any jurisdiction in which Bonhams is not a registered motor vehicle dealer or for which Bonhams does not otherwise collect sales tax and documentation or licensing fees on registrable vehicles, or any Buyer of a Lot for which Bonhams fails to collect such taxes or fees for any reason, such Buyer shall be solely responsible for the payment of any sales or use tax arising from the sale and delivery of any Lot purchased hereunder, as well as for any registration of a motor vehicle Lot and associated taxes and documentation and licensing fees. Buyer hereby agrees to defend, indemnify and hold harmless Bonhams against any claims or assessments by any state, county or other governmental agency for any failure to register a motor vehicle Lot and for any unpaid sales or use taxes and any unpaid documentation and licensing fees (including any interest and penalties that may accrue or be assessed thereon) arising from the sale of a Lot.

14. EXPORT LICENSE
Buyer shall be solely responsible, including the payment of any cost or fee, for timely obtaining any necessary license or permit or any certificate of title to export the Lot from the United States of America (and/or to import the Lot into any foreign jurisdiction).

15. NON-PAYMENT OF PURCHASE PRICE
If the Purchase Price is not paid in full and/or the Lot is not removed in accordance with paragraphs 10 and 11 of these Conditions of Sale, Bonhams may, as agent for the Seller and for itself, as the case may require, in its absolute discretion, and without any notice to Buyer, exercise one or more of the following remedies, in addition to any other remedy it may have at law or in equity:
(a) Resell the Lot, by auction or private sale, with or without Reserve, and hold the original Buyer liable for the payment of any deficiency upon resale plus all costs and expenses of both sales, Bonhams' commissions at its standard rates, all other charges due hereunder plus expenses, attorney's fees and any incidental damages;
(b) Arrange for the removal and storage of the Lot at the risk, cost and expense of Buyer;
(c) Charge the Buyer interest in the amount of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is greater, on any amount of the Purchase Price which remains outstanding from the date the Purchase Price becomes due under these Conditions of Sale;
(d) Offset any sums due from Bonhams to the Buyer against the outstanding Purchase Price; or, sell any property of Buyer in Bonhams' possession and control and apply the net sale proceeds from such sale against the outstanding Purchase Price;
(e) Cancel the sale of the Lot, or any other Lot, to the Buyer at any time, retaining as liquidated damages all payments made by the Buyer;
(f) Repossess any Lot for which the Purchase Price is overdue and thereafter resell the same;
(g) Institute legal proceedings for damages or specific performance.
(h) Reveal the Buyer's identity and contact information to the Seller.

16. ABSENTEE, TELEPHONE AND ONLINE BIDS
Absentee, telephone and online bidding are services provided by Bonhams as a convenience to bidders on an "as available" basis, and Bonhams cannot be held responsible for errors or omissions with respect to the bidding process, including failure to execute any bid At its discretion, Bonhams will execute absentee bids and accept telephone bids and online bids via bonhams.com, provided that neither Bonhams nor its employees or agents will be liable for any error or default (whether human or otherwise) in doing so or for failing to do so. Without limiting the foregoing, Bonhams (including its agents and employees) shall not be responsible for any problem relating to telephone, online, or other bids submitted remotely, including without limitation, any telecommunications or internet fault or failure, or breakdown or problems with any devices, online platforms or websites. By participating at auction by telephone or online, bidders expressly consent to the recording of their bidding sessions and related communications with Bonhams and its employees and agents.

17. BONHAMS' COPYRIGHT
Bonhams shall have the right to photograph, reproduce photographs of, exhibit and describe the Lot. Buyer hereby grants to Bonhams the right to illustrate and photograph the Lot and to use Buyer's name in connection with the Lot. Bonhams shall own the copyright in all such illustrations, photographs and written descriptions of the Lot produced by Bonhams, and Buyer shall have no right, title or interest therein.

18. MISCELLANEOUS
18.1 These Conditions of Sale and the relationship of the parties shall be governed by the laws of the State of California. Jurisdiction and venue for all dispute resolution shall be in San Francisco, California, as set forth in the following paragraphs. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, brought by or against Bonhams shall be resolved by the mediation and arbitration procedures set forth below.

Mediation and Arbitration Procedures
(a) Within 30 days of written notice that there is a dispute, the parties or their authorized and empowered representatives shall meet by telephone and/or in person to mediate their differences. If the parties agree, a mutually acceptable mediator shall be selected and the parties will equally share such mediator's fees. The mediator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling mediations. Any communications made during the mediation process shall not be admissible in any subsequent arbitration, mediation or judicial proceeding. All proceedings and any resolutions thereof shall be confidential, and the terms governing arbitration set forth in paragraph (c) below shall govern.

(b) If mediation does not resolve all disputes between the parties, or in any event no longer than 60 days after receipt of the written notice of dispute referred to above, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator. Such arbitrator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling arbitrations. Such arbitrator shall make all appropriate disclosures required by law. The arbitrator shall be drawn from a panel of a national arbitration service agreed to by the parties, and shall be selected as follows: (i) If the national arbitration service has specific rules or procedures, those rules or procedures shall be followed; (ii) If the national arbitration service does not have rules or procedures for the selection of an arbitrator, the arbitrator shall be an individual jointly agreed to by the parties. If the

parties cannot agree on a national arbitration service, the arbitration shall be conducted by the American Arbitration Association, and the arbitrator shall be selected in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be in writing and shall set forth findings of fact and legal conclusions.

(c) Unless otherwise agreed to by the parties or provided by the published rules of the national arbitration service:
(i) the arbitration shall occur within 60 days following the selection of the arbitrator;
(ii) the arbitration shall be conducted in the city of San Francisco, California; and
(iii) discovery and the procedure for the arbitration shall be as follows:
(A) All arbitration proceedings shall be confidential;
(B) The parties shall submit written briefs to the arbitrator no later than 15 days before the arbitration commences;
(C) Discovery, if any, shall be limited as follows:
(I) Requests for no more than 10 categories of documents, to be provided to the requesting party within 14 days of written request therefor; (II) No more than two (2) depositions per party, provided however, the deposition(s) are to be completed within one (1) day; (III) Compliance with the above shall be enforced by the arbitrator in accordance with California law;
(D) Each party shall have no longer than eight (8) hours to present its position. The entire hearing before the arbitrator shall not take longer than three (3) consecutive days;
(E) The award shall be made in writing no more than 30 days following the end of the proceeding. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
To the fullest extent permitted by law, and except as required by applicable arbitration rules, each party shall bear its own attorneys' fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitrator.

18.2 Bonhams maintains an auctioneer bond on file with the California Secretary of State (Bond No. 57BSBGL0808) and in other applicable jurisdictions and such other bonds as required by its licenses and permits.
18.3 These Conditions of Sale (as may be amended), the portion of this Catalog entitled 'Buyer Information', any Important Notices, and the bidder registration form referred to above and any other telephone, absentee or online bidding form (collectively, the 'Sale Documents') constitute the entire agreement among Buyer, Seller and Bonhams concerning their rights and obligations with respect to the subject matter hereof. Any agreements or representations respecting the Lot or its sale not expressly set forth in the Sale Documents shall have no effect, except for a subsequent written modification signed by the party to be charged. In the event of any conflict among the provisions of any of the individual Sale Documents referred to in this paragraph 18.3, the provisions found in these Conditions of Sale shall control.
18.4 The headings and captions used in this Catalog are for convenience only and shall not affect the meaning of the Sale Documents.
18.5 No act or omission of Bonhams, its employees or agents shall operate or be deemed to operate as a waiver of any of Bonhams' rights under the Sale Documents.
18.6 These Conditions of Sale shall be binding on the successors and assigns of all bidders and Buyers and inure to the benefit of Bonhams' successors and assigns. If any part of these Conditions of Sale is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these Conditions of Sale, which the rest shall remain in full force and effect.
18.7 Time is of the essence of this agreement.
18.8 It is expressly acknowledged by each bidder or Buyer that Bonhams has not provided any legal or tax advice or assistance to bidder or Buyer and no one at Bonhams has acted as the bidder's or Buyer's attorney or tax advisor. Each bidder or Buyer is responsible for retaining its own advisors with respect to the accounting, financial, tax, regulatory and/or legal implications of any transaction contemplated under these Conditions of Sale. Bidder or Buyer acknowledge that it had the opportunity to consult an attorney before signing and this agreement and is signing this agreement having had such opportunity to consult with an attorney of its choosing and carefully reading this agreement in its entirety, understanding all of its terms and conditions, and knowingly and voluntarily agreeing to the same.
18.9 Each bidder or Buyer accept and agree that Bonhams will hold and process the bidder's or Buyer's personal data and information and may share it with Bonhams' affiliates, subsidiaries or parent companies worldwide (collectively the "Bonhams Group") and limited third parties for use as described in, and in accordance with Bonhams' Privacy Policy (subject to any additional specific consent(s) the bidder or Buyer may give in writing prior to the disclosure of the bidder's or Buyer's data or information) published on Bonhams' website at www.bonhams.com/legals/. Bonhams' Privacy Policy may also be requested in print and digital format by email from info@bonhams.com or by mail from Bonhams Customer Services Department, 580 Madison Avenue, New York, NY 10022.

19. AS-IS DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY
ALL LOTS ARE SOLD "AS-IS - WHERE-IS" AND "WITH ALL FAULTS" AND NEITHER BONHAMS NOR THE SELLER MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER.

BONHAMS AND THE SELLER HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE CONDITION OF A LOT, TITLE OR REGISTRABILITY OF A LOT, THAT A LOT IS ROADWORTHY OR OF MERCHANTABLE QUALITY, OR THAT A LOT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO STATEMENT, INFORMATION OR ILLUSTRATION SET FORTH IN THIS CATALOG, THE ESTIMATES, THE INVOICE, ANY BILL OF SALE OR TITLE DOCUMENT, CONDITION REPORT, ADVERISEMENT, NOTICE OR ANY OTHER WRITING OR ANY ORAL STATEMENT SHALL BE DEEMED TO CREATE ANY WARRANTY OR REPRESENTATION CONCERNING A LOT.

THE ENTIRE RISK WITH REGARD TO THE CONDITION (INCLUDING BUT NOT LIMITED TO ANY REPAIR OR RESTORATION TO A LOT AND THE NUMBER OF MILES SHOWN ON ANY ODOMETER IN A LOT THAT IS A MOTOR VEHICLE), QUALITY, PERFORMANCE, ROADWORTHINESS, DESCRIPTION (INCLUDING THE ACCURACY OR COMPLETENESS OF ANY DESCRIPTION PROVIDED BY SELLER OR BONHAMS IN ANY MEDIUM), AGE, SIZE, GENUINENESS, ATTRIBUTION, PROVENANCE, TITLE, REGISTRABILITY, RARITY, AND HISTORICAL SIGNIFICANCE OF A LOT, AND AS TO WHETHER A LOT COMPLIES WITH ANY GOVERNMENTAL OR ASSOCIATION STANDARDS AND AS TO WHETHER THE BUYER ACQUIRES ANY INTELLECTUAL PROPERTY RIGHTS IN A SOLD LOT, IS SOLELY WITH THE BUYER.

PROSPECTIVE BUYERS ARE STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND INVESTIGATION OF THE LOTS ON OFFER, INCLUDING ALL ACCOMPANYING DOCUMENTATION PROVIDED BY THE SELLERS, TO SATISFY THEMSELVES AS TO ALL ASPECTS OF EACH LOT PRIOR TO BIDDING THEREON.

BUYER ASSUMES ALL RISK WITH REGARD TO THE LOT, INCLUDING BUT NOT LIMITED TO ANY NECESSARY COMPLIANCE WITH APPLICABLE LAW, AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS OR THE SELLER HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN ANY DESCRIPTION OF A LOT PROVIDED IN ANY MEDIUM.

EACH BIDDER AND BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS (INCLUDING ITS PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, COMPENSATORY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST OPPORTUNITY OR LOST PROFIT OR APPRECIATION) ARISING OR RELATED IN ANY WAY TO THIS AUCTION, THE VALUATION, DESCRIPTION, PROMOTION, OFFER OR SALE OF ANY LOT HEREUNDER, OR ANY RELATED COMMUNICATIONS OR ACTIVITIES, EACH AND ALL OF WHICH ARE EXPRESSLY WAIVED HEREBY.

THE MAXIMUM AMOUNT OF BONHAMS' LIABILITY UNDER THESE CONDITIONS OF SALE SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER TO BONHAMS AND IN NO EVENT SHALL BONHAMS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THESE CONDITIONS OF SALE.