CONDITIONS OF SALE – Motor Vehicles & Automobilia

The following Conditions of Sale, 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 it acts as agent.

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 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 in which these Conditions of Sale appear, as may be amended by the printed Saleroom Notices or any other published or posted notices 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 the 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 of the Estate of Dr. Ralph W.E. Cox, Jr. Sale held at the Naval Air Station Wildwood Aviation Museum in Cape May, New Jersey on Saturday, May 10, 2014.

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.

3. Currency Converter

Solely for the convenience of bidders, a currency converter 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 a bidder, and neither Bonhams nor its agents shall be responsible for any errors or omissions in the currency converter.

4. Bonhams' Discretion; Implementation of Reserves

4.1 Bonhams shall have the right, in its sole discretion, to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot from the Sale and, in the case of any dispute, to put any Lot up for auction again.

4.2 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 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 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

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 'General Information'.

7. The Buyer

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.

8. Buyer's Premium

8.1 **Buyer's Premium for Lots offered in the Motor Vehicle section:** If a purchased Lot consists of a motor vehicle offered as Lot number 300 or above in this Sale, the Buyer shall pay Bonhams a premium equal to TEN PERCENT (10%) of

the Hammer Price of such Lot, together with any applicable sales or use tax and any fees or duty due on the Lot.

8.2 **Buyer's Premium for Lots offered in the Automobilia section:** If a purchased Lot is offered as automobilia, including any Lot (whether motorized or not) offered below Lot number 300 in this Sale, the Buyer shall pay Bonhams a premium equal to TWENTY-FIVE PERCENT (25%) on the first One Hundred Thousand Dollars ($100,000) of the Hammer Price of such Lot, TWENTY PERCENT (20%) on the amount of Hammer Price above One Hundred Thousand Dollars ($100,000) up to and including Two Million Dollars ($2,000,000), and TWELVE PERCENT (12%) on any amount by which such Hammer Price exceeds Two Million Dollars ($2,000,000), together with any applicable sales or use tax and any fees or duty due on the 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 cash, cashier's check or money order, wire transfer, or debit card transaction made in person with a PIN, in United States currency, **no later than 12:00 noon Eastern Time on Monday, May 12, 2014.** Additionally, for purchases of automobilia and other non-motor vehicle property *only,* the Buyer may make payment to Bonhams by Visa, MasterCard, American Express or Discover credit or charge card for such purchases. Upon prior arrangement with Bonhams, the Buyer also may pay 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 premises at which the Sale is conducted no later than the date and time specified in the 'General Information' portion 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 'General Information' portion 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.

13. Vehicle Registration; Taxes and Documentation Fees

13.1 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 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) Rescind the sale of the Lot to the Buyer at any time;
(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.

16. Absentee, Telephone and Online Bids
Bonhams will, if so instructed by prospective Buyers, execute bids on their behalf, provided that neither Bonhams nor its employees or agents will be liable for any neglect or default 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, fax, or other bids submitted remotely, including without limitation, any telecommunications fault or failure. 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 (subject to specific applicable local laws governing the sale of motor vehicles in the state in which the auction takes place). Jurisdiction and venue for all dispute resolution shall be in New York, New York or 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 designated location, as follows: (A) in any case in which the subject auction by Bonhams took place or was scheduled to take place in the Commonwealth of Pennsylvania or Massachusetts or the State of New York, New Jersey or Connecticut, the arbitration shall take place in New York City, New York; (B) in all other cases, the arbitration shall take place 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 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 'General Information', any Important Notices, and the bidder registration form referred to above and any other 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 This agreement shall be binding on the parties, their heirs, distributees, executors, legal representatives, successors and assigns.
18.7 Time is of the essence of this agreement.

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 REGISTABILITY 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.

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.