

## TERMS & CONDITIONS OF ONLINE AUCTION

(these “Terms”)

These Terms apply specifically to the online auction with bidding commencing on or about 12:00 PM Eastern Time (“ET”) on Friday, July 21, 2023, including post-auctions activities such as payments on a winning bid. Other auctions may be subject to a different version of these Terms. Please review the applicable terms for each auction for which you register.

### Important Timeframes in this Auction:

- New bidders desiring to participate in this Auction should register not later than 5:00 PM ET on Tuesday, August 1, 2023.
- Place initial bids prior to 10:00 PM ET on the Final Initial Bid Day, which means Thursday, August 3, 2023. Please consult Section 5 for details on the closing procedure in effect for this Auction and how extended bidding may occur after the Final Initial Bid Day.
- Inspection of lots by special appointment is available up to 5:00 PM ET on Tuesday, August 1, 2023. See details in Section 31.

You consent to these Terms by registering to bid in, or placing a bid in, the above-referenced “Auction.” By making a payment to Huggins & Scott Auctions on a winning bid, you reaffirm your consent to these Terms. These Terms shall constitute the entire “Agreement” between Huggins Group LLC d/b/a Huggins & Scott Auctions (hereinafter “Huggins & Scott Auctions,” “Huggins,” or “Auctioneer”), the auction operator, and “you” (or “bidder”) regarding any bid or purchase you make or attempt to make in the Auction and shall supersede in the event of a conflict any and all communications, which occur at any time, between Huggins or its representatives and you with respect to the Auction and the purchase of items offered at the Auction.

Please consult Section 19 for current sales tax information.

### 1. Bidder Eligibility.

- A. As a condition to participating in the Auction, you (i) consent to these Terms and agree to abide by them and (ii) represent that you are at least 18 years of age, or older if the age of majority is higher in your jurisdiction of residence and have full capacity to consent to these terms. If you are bidding on behalf of an organization or individual as their authorized agent, you represent you have all necessary rights to completed agree to these Terms in their entirety on behalf of such entity or person, and you have disclosed to Huggins that you are acting as a disclosed agent on behalf of a principal (email to Huggins preceding the Auction suffices for such purposes).
  - B. To be able to bid in this Auction, you may have registered for it (see Section 6 below) and need to have an existing or newly issued bidder number from Huggins (see Sections 7 and 8 below). Bidders with existing Huggins accounts in good standing do not need to declare their intent to participate in the Auction and may just do so by submitting a bid. Bidders in the Auction will be required to consent to these Terms either when they register for the Auction or place their first bid in the Auction. Huggins reserves the right to require you to re-acknowledge such consent as a condition to being able to claim an item for which you had the high bid, and your not doing so may result in forfeiture of the high bid by being an ineligible bidder.
- 2. Operator of Online Auction.** This Auction is presented and conducted by Huggins & Scott Auctions. This Auction is an online auction and bidders can bid via the Huggins online auction portal ([bid.hugginsandscott.com](http://bid.hugginsandscott.com)) accessible from Huggins’ website at [www.hugginsandscott.com](http://www.hugginsandscott.com). There may be more than one open auction online at the same time; check which auction you are in before you bid. Limited interaction in the Auction is also permitted by phone and email to Huggins as described in the bid process terms that follow. Huggins’ timekeeping device is the official time-keeping device for this Auction and will determine priority of bids placed roughly at the same time and when timeframes in this Auction have been met. The Auction is primarily online. In some extended bidding circumstances, bids by phone and a callback service may be available, as described below, but most Auction interactions take place online and bidders should not rely on availability of phone requests to Huggins to bid. Huggins reserves the right to make exceptions for phone bids for long-standing customers who may not have or use a computer. Where a bidder has commenced bidding online, that bidder will be encouraged to continue engaging with the Auction online.
  - 3. Binding Terms; Additional Terms.** Any bidder who registers to participate in the Auction as a bidder, or bids in this Auction, agrees to be bound by and accepts these Terms. If you do not agree to any part of these Terms, please notify Huggins and do not bid in the Auction. These terms incorporate by reference the Website Terms of Use and Privacy Policy on [www.hugginsandscott.com](http://www.hugginsandscott.com). In the event of any conflict between these Terms and the Website Terms of Use, as regards this Auction, these Terms will control.
  - 4. Start of Auction.** Bidding is scheduled to begin approximately in the timeframe first set forth above. Huggins reserves the right to postpone or delay the Auction, for a reasonable period of time, due to any significant, relevant event, which in the sole discretion of Huggins, makes it inadvisable to hold the Auction as scheduled, without liability to any bidder, prospective bidder, consignor or anyone else.

5. **Closing of Auction.** The final day of initial bidding for all lots is Thursday, August 3, 2023, (the "Final Initial Bid Day"). Initial bids may be placed at any time prior to 10:00 PM ET on the Final Initial Bid Day. Huggins will continue to accept additional bids from qualified bidders after 10:00 PM ET on the Final Day on all lots in the Auction, during an extended bidding period, subject to the following conditions in this Section 4.

- A. **ANY ITEM WITH ONE OR MORE OPEN BIDS AT 10:00 PM ET ON THE FINAL INITIAL BID DAY WILL BE CLOSED TO NEW BIDDERS. YOU CANNOT BID ON THE ITEM AFTER SUCH TIME IF YOU DID NOT BID ON IT PREVIOUSLY.**
- B. Bidding will continue for qualified bidders between 10:00 PM ET and 11:00 PM ET. This shall be considered the Extended Bidding period during which any bidder who has placed at least one bid on a lot may continue to bid on that lot (or multiple lots as applicable).
- C. At 11:00 PM ET on the Final Initial Bid Day, each lot will switch to a 30-minute lot-by-lot closing. During this lot-by-lot closing, an individual 30-minute clock will appear on each lot page. A bid on a specific lot will cause the countdown clock to reset. If the countdown clock reaches zero, the lot will close. Please note that during the extended bidding period between 10:00 PM ET and 11:00 PM ET on the Final Initial Bid Day, the automatic clock on each individual lot page DOES NOT reset after each bid but rather it counts down to zero and then must be refreshed to view the time remaining. Refresh the page for any lot on which you desire to continue to bid during the extended bidding period. The best method to watch the pace of the Auction during the extended bidding period is by using the "Recent Bids" page.
- D. There will be no warning as to exactly when the Auction will close after 11:00 PM ET on the Final Initial Bid Day. Huggins may send out a "Fair Warning" email alerting bidders to the fact that the lot-by-lot closing period is nearing, but it is not a guaranteed alert or one that should be interpreted as signaling a set amount of time remaining in the Auction. Once the Auction continues into the lot-by-lot closing period, individual lot pages will display the status of bidding on that item. When all lots in the Auction have closed, a message will appear online stating that all bidding is closed in this Auction. Notwithstanding bidding being on-going on one or more lots during the extended bidding period, if Huggins determines remaining bidding activity is isolated or limited overall, Huggins may in its sole discretion close the Auction.
- E. Huggins recommends bidders to leave maximum bids utilizing the "Honest Auto-Bid<sup>TM</sup>" system to help avoid being outbid during the short bidding periods once extended bidding commences.
- F. Items that received only a single bid will be closed for bidding during the extended bidding period because only one bidder would have qualified to participate in extended bidding (and cannot outbid themselves).
- G. Items without a bid entering extended bidding will remain open for interested bidders to bid during the extended bidding period, provided bids on such items may only be placed by emailing or telephoning Huggins. In the event an item without a bid entering the extended bidding period receives a bid during extended bidding, it will be closed to new bidders immediately as is the case with all lots having received only a single bid.
- H. In the event of a service disruption, an act of God, or any other circumstance beyond the control of Huggins whatsoever, which the Auctioneer, in its sole determination and at its sole discretion, at any time decides makes it inadvisable to end the Auction as outlined above, the Auctioneer reserves the exclusive right to make a commercially reasonable effort to remedy the situation, including, but not limited to, extending the Auction for any amount of time that Huggins deems appropriate under the circumstances.

6. **Registration with Huggins Required; Huggins Account.**

- A. To participate in this Auction, all bidders must be registered with Huggins, which means they have a valid Huggins username; users are responsible to create their own account passwords and may be required to update those passwords in the event of expiration. Please note that anyone who has previously bid with or consigned with Huggins should have a current Huggins account that will serve as your bidding account in this and future auctions. With this bidder number, a bidder will be able to place bids by phone or bid online by visiting [www.hugginsandscott.com](http://www.hugginsandscott.com) and following the instructions found there. If your account is not in good standing, for example, you have open balances due to Huggins, have failed to complete past payments due, engaged in collusion, or for any other reason in Huggins' discretion, your account may be terminated and/or ability to place bids in this Auction may be suspended. Protect the log-in credentials to your account and hold them in confidence. They should not be shared with anyone else. You (the account holder) are responsible for any activity that occurs under your account, whether or not authorized.
- B. Registration for an account requires your providing certain personal information to us, used to administer the Auction, communicate with you about it, fulfill any bids won, and as otherwise set forth in our Privacy Policy.

7. **New Bidders.** All new bidders, as a condition to being able to register for an account with Huggins (needed to be able to participate in this Auction), will need two hobby references acceptable to Huggins and a valid street address for correspondence. These references will be checked. First time bidders may be asked to sign and fax their initial bids. Initial registration can take some time. New bidders should allow for time to complete the registration and initial faxed bid process; Huggins has no liability or responsibility to a prospective bidder on the basis of any reference checking or initial bid delays. Huggins may not be able to send new bidders an Auction catalog by mail given time constraints in connection with processing their registration request. Huggins reserves the right in its sole discretion to refuse to register anyone for an account or as a bidder at all Huggins auctions or for a specific auction or to refuse to accept bids from anyone for any reason, at any time, without prior notice. All applicants for an account with Huggins must be at least 18 years old, or older if the age of majority is higher than 18 in the applicant's jurisdiction of residence.
8. **Credit Limit.** Huggins may, at its sole discretion, at any time place a credit limit on a bidder's account and/or request a good faith deposit be added to the account for the credit limit to be increased. The credit limit represents the maximum amount a bidder can bid with Huggins at such time and is not an actual extension of credit or funds by Huggins. All good faith deposits shall be held in Huggins' non-interest-bearing general business account and will be applied to the next balance owed to Huggins. If a deposit is unused, you may request its return according to Huggins' then-current practices to release a deposit, but you may be ineligible to bid until the deposit is replenished as requested.
9. **Minimum Bid Increments.** Bids update in "real time" on the Auction website, and in order to top the current bid, you must conform to the next bidding increment. "Real time" is subject to normal delays on the Internet, including relating to one's computer or device processing speed, internet connection speed, delays and interruptions, and other Internet connectivity issues beyond the control of Huggins. There are absolutely no exceptions to the minimum raise amounts. If you desire to place a straight bid at a level higher than the next minimum bid level, this is allowed, but it may only be entered with the approval and administration of Huggins. Contact Huggins for these purposes by phone or by email. Any phone request will need to subsequently be confirmed via email to Huggins or may be declined.

Bidding increment table follows:

Minimum Value	Maximum Value	Bid Increment
From US \$ 0	To US \$ 99	US \$ 5
From US \$ 100	To US \$ 199	US \$ 10
From US \$ 200	To US \$ 999	US \$ 25
From US \$ 1,000	To US \$ 1,999	US \$ 50
From US \$ 2,000	To US \$ 4,999	US \$ 100
From US \$ 5,000	To US \$ 9,999	US \$ 250
From US \$ 10,000	To US \$ 24,999	US \$ 500
From US \$ 25,000	To US \$ 49,999	US \$ 1,000
From US \$ 50,000	To US \$ 99,999	US \$ 2,500
From US \$ 100,000	To US \$ 249,999	US \$ 5,000
From US \$ 250,000	To US \$ 499,999	US \$ 10,000
From US \$ 500,000	To US \$ 999,999	US \$ 25,000
From US \$ 1,000,000	And above	5%

All bids are subject to the premium payable to Huggins as the auctioneer, applicable taxes and applicable shipping and handling, as described further below in these Terms.

10. **Bids Not Revocable.** No retractions of bids are permitted (whether bid request was online or by phone (subject to email confirmation for phone requests in Huggins' discretion), provided Huggins may decline to honor bids placed in violation of these Terms or in the enforcement of these Terms. There is a multi-layer authentication system in place for the placing of bids in the Auction online. Once a bid has been placed online, it may not be retracted by the bidder.
11. **Bid Notifications.** The Auction system will send bidders bid confirmations and outbid notices they can view in the online auction portal over the Internet and to the email address or mobile phone number (by text) associated with their account, depending on the setting elected by the bidder. Huggins does not guarantee, represent, or warrant notices will be timely delivered or received. By way of example, an automated email confirmation or notice may not be received or may be delayed for a number of reasons, including, but not limited to, the computer or device settings of recipients, which sometimes interpret system email as spam, or disruptions in the internet service. Text notifications are dependent on the third-party carrier that supplies the user's mobile device service and Huggins has no control over such service, its reliability, or speed. Huggins recommends that bidders do not rely exclusively on outbid notices (regardless of form sent) and actively check the status of their bids online in the Auction portal.
12. **Opening Bids and Reserve Amounts.** Each lot in this Auction is accompanied by an opening bid (meaning a minimum bid amount).

Select lots may have a confidential reserve placed on them by the consignor, which means that the lot will not be sold until a bidder bids an amount equal or greater than the reserve amount. A reserve is set by the consignor (not by Huggins) when the consignor determines that the value of a lot is such that they are not willing to sell the lot if its sale price does not attain the reserve amount. **The reserve notification may not post to a lot until the Auction is in progress and as late in the Auction as on or about 72 hours prior to the Final Initial Bid Day's conclusion at 10:00 PM ET that day.** Check back before the Auction's Final Initial Bid Day ending (i.e., prior to 10:00 PM ET that day) to see any applicable reserve. The absence of a reserve when the Auction commences and early in the Auction process should not be interpreted as there being no reserve applicable. Lots subject to a reserve will be clearly designated as subject to a reserve (or using similar language) on their individual pages online in accordance with the timeline posted above. Huggins does not update any physical (printed) Auction catalog with reserves announced after the catalog was mailed to recipients; for the most up to date information on reserves, bidders should consult the lot details online. Until such time that the confidential reserve is met, the lot page will display "Reserve Not Met" directly underneath the current bid. Bidders may continue to bid on such lots using all available bid increments. Once the confidential reserve is met, the status of the lot will change to "Reserve Met" on the lot's online page. Reserve amounts will not be disclosed online but may be available upon request unless the consignor has restricted disclosure. Items with a confidential reserve may be accompanied by an estimated value. The confidential reserve amount will be lower than or equal to this estimated value.

- 13. Automatic Maximum Bids.** Offers to "top all other bids" are not accepted, but the placing of automatic "Up To" or "Limit" bids is an option for bidders. When placing such a bid, the bidder is instructing Huggins to competitively bid on bidder's behalf in the minimum increments for the applicable item up to, but not exceeding, a given limit (which limit may be increased multiple times while bidding remains open for the item). The bidding system will automatically execute "Up To" bids instantly (in the applicable minimum increment up to the "Up To" limit set by the bidder) after a competing bid has been placed, and the system will do so multiple times as needed against a competing bid until the "Up To" limit is met. "Up To" or "Limit" bids should be calculated in the proper bidding increments for the item being bid. "Up To" bids are kept in strictest of confidence, meaning, they are not known to other bidders or Huggins personnel. "Up To" bids may be placed by phone with Huggins or in the online Auction. An "Up To" bid placed by phone must be placed with a human operator, who will know the "Up To" bid amount but will keep it confidential. Internet bidders placing "Up To" bids will be utilizing the "Honest Auto Bid™" bidding system feature, which is private to the bidder. Huggins personnel don't receive notice of the amount of the limit of the bidder's bid or even that an "Up To" bid has been placed on a given lot.
- 14. Call Back Service.** Huggins offers an optional callback service for bidders who may not have access to the Internet during the closing hours of the Auction (subject to availability and other factors indicated below). If a bidder is the high bidder on any item after 10:00 PM ET on the Final Initial Bid Day, the bidder may request a "Call Back" on that item, and Huggins, subject to the demand for this call back service, will make a reasonable effort to call the bidder if their bid is topped. The bidder will be under no obligation to top the new high bid, but if the bidder does not top the bid, the call back option will cease thereafter (even if the bidder has other lots upon which they are still bidding). A reasonable effort will be made to reach bidders making call back requests. If a bidder is not at the phone number provided, Huggins will leave a non-confidential message, if given the option, but Huggins will be unable to execute a bid without speaking to the bidder. Huggins will make only one attempt to call. Huggins is not responsible for having received an incorrect call back number or for issues with service interruption. There is always the possibility of human or technical error. The call back service is a not- a guaranteed service in terms of being able to reach the requesting bidder. In the waning minutes of the Auction, especially, callbacks may not be honored due to time constraints on Huggins staff. Huggins, in its sole discretion, reserves the right to suspend the call back service on any lot(s) at any time and for any reason without prior notice.
- 15. No Consignor Bids.** Consignors are prohibited from bidding on their own materials or having others secretly bid for them on their behalf. If any consignor directly or indirectly bids on his own items at auction, it is without Huggins' consent, and Huggins reserves the right, at its sole discretion, at any time and without any warning, to remove any bids it suspects of being fraudulent or placed in consort with a consignor.
- 16. No House Bids.** There is no circumstance under which Huggins may execute bids for its own "house account," thereby unfairly competing with bidders. In fact, to be clear, Huggins does not have a "house account," unlike many other auction operators. Under no circumstance is any employee of Huggins authorized to place bids in this Auction on their personal accounts. Employees of Huggins (and Huggins as an entity) may consign their personal property or owned items to this Auction, provided they will be treated like any other consignor (including not being permitted to bid on their own lots). Any lots consigned from the personal collections of any employee of Huggins (or any known related family member of any employee) or by Huggins itself will be disclosed upon request.
- 17. Shipping and Handling Costs.** Items will only ship once paid in full. As a convenience for bidders, Huggins utilizes a standardized fee schedule for packing, shipping, and insurance based on the total invoice amount (across all lots of the bidder), with three exceptions as noted below.

**This standardized fee schedule is \$10 per invoice valued at less than \$500;  
\$15 per invoice valued between \$500 and \$999;  
\$20 per invoice valued between \$1,000 and \$2,499;  
\$25 per invoice valued between \$2,500 and \$4,999;  
\$35 per invoice valued between \$5,000 and \$9,999;**

**\$40 per invoice valued between \$10,000 and \$19,999;**  
**\$50 per invoice valued between \$20,000 and \$49,999;**  
**\$75 per invoice valued between \$50,000 and \$74,999;**  
**\$85 per invoice valued between \$75,000 and \$99,999;**  
**\$100 per invoice valued between \$100,000 and \$249,999; and**  
**\$150 per invoice valued at greater than \$250,000.**

The three exceptions to this schedule are as follows: (1) International shipments - if shipping to an address outside of the United States, the bidder must pay all applicable packing, shipping, and insurance charges; or (2) large or heavy items inherently requiring significant special packing, crating, and shipping (such as stadium seats, framed items, bulk lots, and graded lots or sets) along with items on which shipping carriers assess dimensional weight guidelines greater than a standard package (such as bats, pennants, or sheets); or (3) items of significant value requiring bonded, insured, and/or secured transport by special carrier. These lots subject to an exception are clearly identified in their respective descriptions as requiring special packing and shipping charges. Winners of these lots may be billed for packing, shipping, and insurance charges with a separate shipping invoice (to allow Huggins to communicate with winners to be responsive to their shipping preferences). Unless requested and paid specifically by the bidder, or coming within exceptions (1) or (3) above, other items are not insured in transit to the winning bidder. Huggins will ship using the carrier or carriers of its election and subject to availability for the intended destination.

- 18. Sales Tax.** Maryland residents, or any bidder who desires to pick up their winning item in person, must pay 6.00% Maryland state sales tax or present a valid resale certificate. Applicable state sales tax will be collected for residents of, or any bidder who desires to ship their items to, District of Columbia, Pennsylvania, and New Jersey. Sales tax regulations are ever changing, and sales made within this Auction may require the collection of state sales or use tax post-auction in accordance with such regulations for states not listed above. If you are a resident of, or desire to have your items shipped to, a state not listed above, Huggins can provide an estimate of the tax due upon your request and we encourage you to contact your accountant for a complete understanding of the sales tax that would be due from you.
- 19. Huggins Fee.** A 20% buyer's premium in consideration for Huggins' services will be added to all winning bids. For example, should a bidder win a lot for \$1,000, the actual cost will be \$1,200 (plus postage, insurance and tax, if applicable).
- 20. ALL SALES ARE FINAL. No returns are accepted.**
- 21. Payments.** Payment in full is due in United States Dollars in immediately available funds within 14 days of notification of lots won. Payment in full means payment of the lot price, applicable shipping and handling costs and the Huggins premium. Notifications and invoices will be sent by email. (Note: Huggins does not send hard copies of invoices by mail unless requested in writing). In addition to being sent invoices by email, bidders may access their complete invoices (including shipping and insurance) online within 24 hours of the Auction close by logging onto Huggins' website and clicking "accounts" on the navigation bar. Please call to prearrange any other type of payment schedule, which if desired must be requested in writing prior to bidding and approved by Huggins in writing in advance of bidding. Any bidder who has not paid in full sums due within 14 days of notification without having made prior arrangements for late payment may have future bidding privileges revoked. Huggins accepts personal checks. Checks may be held until funds are collected, which can take 5-10 business days. Huggins also accepts cashier's checks, certified checks, money orders, wire transfers, or Zelle® electronic payment for which details are available upon request. Shipment of items occurs as soon as possible after payment in full clears, usually within several days after the payment is deposited/initiated. No credit cards or PayPal®, Apple® Pay, Google® Pay, or similar payment platforms are accepted. Bitcoin and similar digital currency is not accepted.
- 22. Failure to Pay.** If a winning bidder does not honor his or her bid with payment in full pursuant to Section 22 above, Huggins is entitled to charge the non-paying bidder late fees of 1.5% per month as well as a services fee of \$10 per day per lot for storage and insurance of the unpaid lots until the matter is resolved. Huggins may, in addition to asserting all remedies available under these Terms, by law, or in equity, at its sole discretion, (i) sell the given item(s) to an underbidder (without notice to the non-paying bidder), (ii) reoffer the given lot(s) in a future auction, (iii) return the item(s) to the consignor upon the consignor's request, (iv) purchase the item(s) itself and make appropriate payment to the consignor, and/or (v) hold the defaulting bidder liable for the entire purchase price. It is explicitly agreed that the non-paying winning bidder will be responsible for any and all losses, damages, expenses, and costs incurred by Huggins in the collection of auction proceeds, including and not limited to reasonable attorney fees. Non-paying bidders should also expect to have future bidding privileges revoked, and Huggins shall be authorized to notify other auction houses of this revocation in its discretion, including if Huggins is asked for a hobby reference. Where a bidder fails to complete a payment in full and has a good faith deposit on their account, Huggins may use the deposit amount to offset the amounts outstanding and/or pursue other remedies available to it. Once the outstanding payment is 30 or more days overdue, in whole or in part (regardless of whether the bidder made a partial payment or had a deposit used to offset the outstanding amount), Huggins may sell the item won by the bidder to a third party (without any liability to the bidder for such sale) to cover total amounts due to Huggins. If the item is sold for less than what the bidder owes Huggins, Huggins retains a claim of non-payment against the bidder and all available remedies against the bidder are reserved to Huggins. If the item is sold for more than what the bidder owes Huggins, Huggins has no obligation to make the difference available to the bidder and may retain the additional proceeds. Huggins also reserves the right to charge a non-paying bidder Huggins' costs of collection and legal expenses to enforce the bidder's payment obligations under these Terms, which shall be deemed to be part of the

bidder's obligation to pay Huggins in full.

**23. Transfer of Title.** Title to any lot remains with the consignor or Huggins and shall not pass to the successful bidder until the lot is paid for in full (including applicable shipping and handling costs and the premium due to Huggins). All invoices must be paid in full before items from that invoice are shipped to the successful bidder unless other arrangements are made and agreed to in writing in advance with Huggins.

**24. Catalog; Item Descriptions; Errors.** Huggins makes a catalog of Auction lots available by mail to bidders who register for this Auction sufficiently in advance; not all registered bidders will receive catalogs prior to the Auction, which is dependent on when they registered. The mailed catalog is sent to the last known address on file with Huggins. Bidders are responsible for keeping contact information current with Huggins. Regardless of whether a bidder receives the catalog by mail, Huggins also makes available an online catalog for the Auction. The online version will be deemed to be more current in the event of a conflict with the mailed version. Any item description statement made by Huggins is a statement of opinion and does not constitute a warranty or representation regarding the item. All measurements in a lot description are approximate. Huggins' grading process is described below. Specific types of items/lots are subject to the specific terms and disclaimers that follow below. Huggins takes care and makes reasonable efforts to accurately reflect lot information in its catalog and lot descriptions; however, human error is possible from time to time and Huggins reserves the right to correct any errors that come to its attention at any time, but makes no guarantee that all errors will be observed and corrected.

**25. Grading, condition, and authenticity.**

- A. There is a subjectivity to grading - especially the grading of sports memorabilia cards. Commercially reasonable efforts are made to verify the condition of each lot is as it is described. Huggins carefully reviews material accepted for auction and, when it deems necessary, asks leading authenticators to do so as well. Huggins provides no representation or warranty that any auction item with a Huggins grade will receive exactly the same grade, or even be accepted for grading, by any third-party grading service. Grade standards may also change over time. Similarly, bidders acknowledge and agree that every card graded by one third-party grading service may not receive exactly the same grade by another third-party grading service or the same grade later in time. No warranty, whether expressed or implied, is made with respect to any grade, condition, or other adjectives or descriptions used for a lot, the meaning of which can and does vary, even among experts. Huggins utilizes a third-party authentication process for some bats, jerseys, and gloves, many cards, and all autographed items. In placing a bid on such items, the encapsulation, documentation, and/or letters supporting the opinion of authenticity that are noted in the description are explicitly deemed acceptable to the bidder. There will always be experts that will have differing opinions.
- B. Due to time constraints associated with the catalog production schedule and individual authenticators' schedules, not all autographed items in this Auction could be reviewed by every authenticator contracted by Huggins. The absence of a Letter of Authenticity (LOA) or pre-certification from a specific authenticator on any given lot should not at all be interpreted as a failure by that authenticator to approve the autographs contained within that lot. Rather, applicable authentication information is available on each specific lot. If any bidder should desire Huggins to show an item or group of items to his or her authenticator of choice, reasonable effort will be made to accommodate such a request prior to the close of the Auction.
- C. Huggins does not warrant authenticity of any material that is accompanied by a Letter of Authenticity (LOA), or its equivalent, from an independent third-party authentication provider. The bidder shall solely rely upon the warranties of the authentication provider issuing the letter or opinion, or on the warranties of the authentication provider of the bidder's choice. All autograph authentication letters are Auction Letters of Authenticity as opposed to Full Letters of Authenticity unless otherwise noted. Pre-certification is employed by authenticators for some lots, and the winning bidder is responsible for reviewing the individual authenticators' terms for this service. For information as to the authentication provider's warranties and policies, the bidder is directed, as applicable, to the authenticator identified in the applicable documentation from Huggins provided with the item. Huggins offers no opinion as to the validity of a grade assigned by any third-party grading service.
- D. Because Huggins cannot examine encapsulated items outside of their holders, they are sold "as is." Huggins shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, bidder's remedy, if any, shall be solely against the certification service certifying the collectible. Huggins is not bound by the opinions of any authenticators, grading services, or experts, nor do the rules governing auctions in any of the publications in which Huggins may advertise hold precedence over these Terms.

**26. Grading of Framed Items Disclaimer.** Grading of framed items is presented based on the appearance of the item in the frame. All items that are framed, unless otherwise noted, have not been examined out of their frames. There is always the possibility that a framed item has a condition issue that is not apparent. **All framed items are sold "as is," and the condition of the frame is not taken into account.** Reasonable efforts will be made to protect frames against damage in shipping, but protecting the safety of the item within the frame is more important, and Huggins will not be responsible for damage to frames.

**27. Large Autograph Group Disclaimer.** When dealing with a single individual auction lot containing many hundreds or thousands of autographed items, these lots are offered with the explicit understanding that it is possible that there may be some percentage which

are not authentic. A team of authenticators worked to process the autographed items presented in this Auction. When authenticating large lots, such as a collection of 6,000+ signed 3 x 5 cards, or a set of 700+ signed baseball cards, reasonable care has been taken in the authentication process, with focus on any items representing the greatest concentration of value, but it is always possible that a secretarial, stamped, or non-original signature could be missed. Without this disclaimer, as a practical matter, it would not be possible for Huggins to offer such lots at all. All bidders bidding on such lots do so at their own risk with this understanding, and Huggins shall bear no liability for any items presented within these such lots that ultimately fail authentication by any authenticator(s).

- 28. Third Party Information Disclaimer.** All card grading service "Population Report" information provided in descriptions is as of when the lot description was written (which likely precedes the Auction start by some time); it is therefore possible that, in isolated cases, cited Population Report information may not take into account very recently graded cards. Population data only takes into account items certified by the authentication company responsible for the authentication of the described item and will not factor in other certified collectibles from other authenticators unless specifically noted. For example, references to "highest graded" and "one of two," along with other similar statements, are to be interpreted as "highest graded" by the specific authenticator or "one of two" authenticated by the specific authenticator unless otherwise noted. All price guide information provided in descriptions is as of when the lot description was written; it is therefore possible that very recent price guide changes, such as those made regularly to Sports Market Report ("SMR"), will not be reflected.
- 29. Grading of Autographs Disclaimer.** Huggins does not guarantee that any signature graded based on the opinion of Huggins or its representatives will receive exactly the same grade by any individual or third-party grading service. Statements as to the appearance and quality of a signature are intended to convey Huggins' opinion of signature quality unless expressly indicated that the grade is issued by a third-party authenticator.
- 30. Additional Information; Viewing.** Complete pre-auction viewing and telephone consultation services are available and encouraged. If necessary, special arrangements can be made to provide enlarged photos or scans by email. All lots are available for inspection by special appointment only. Final viewing prior to this Auction is 4:59:59 PM ET on Tuesday, August 1, 2023. Consultants are available to provide descriptions by phone prior to 10:00 PM ET on the Final Initial Bid Day. Huggins cannot be responsible for any bidder who makes a request of Huggins on the Final Initial Bid Day with insufficient time for Huggins to address their request. Huggins cannot be responsible for the failure of any bidder to avail themselves of this option. All sales are final once the applicable lot auction closes.
- 31. No Third-Party Beneficiary.** No third party may rely on any benefit of these Terms, and any rights and obligations established under these Terms are personal to the bidder and Huggins. The bidder may not make an assignment of its rights and obligations hereunder.
- 32. Amendments; Waivers.** No employee of Huggins may alter these Terms orally or in writing. Any amendment or waiver under these Terms by Huggins shall not be binding on Huggins unless authorized in writing and signed by a principal of Huggins. Huggins' failure to enforce any right provided herein or to which it is entitled at law or equity will not constitute a waiver of that right or of any other rights to which it is entitled.
- 33. Applicable Law; Venue.**
  - A. These Terms form a binding legal contract between you and Huggins with respect to their subject matter and will be governed under the internal laws of the State of Maryland, USA and shall for all purposes be governed by and construed in accordance with the laws of the State of Maryland, USA without regard to any other jurisdiction's principles of conflicts-of-law.
  - B. Each bidder hereby submits to the exclusive jurisdiction of the courts of the State of Maryland sitting in Montgomery County, Maryland and the Federal District Court for the District of Maryland for the purposes of all legal proceedings arising out of or relating to these Terms or the transaction contemplated hereby. Each bidder hereby irrevocably waives, to the fullest extent permitted by applicable law, the right to a trial by jury, the right to bring a claim against Huggins as part of a class action, and indirect, consequential, special or punitive damages against Huggins, and any objection that they may now or hereafter have to laying of the venue of any such proceedings brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
  - C. In the event Huggins takes or maintains any action to enforce its rights hereunder and prevails thereafter, the bidder shall reimburse Huggins for its reasonable costs and expenses incurred, including, without limitation, attorney's fees and costs.
  - D. These Terms have been prepared in the English language, communications in connection with the Auction shall be in English, and all amounts for lots and due to Huggins are represented in United States Dollars. Huggins is headquartered in the United States and offers the Auction to a US audience. Any foreign bidder bids in the Auction at their own discretion and subject to any local laws applicable to them in their jurisdiction.
- 34. Severability.** If any part of these Terms shall be held unenforceable, the remainder of the Terms shall nevertheless remain in full force and effect and, to the extent permissible under applicable law, such unenforceable provision or provisions shall be deemed revised to the minimum extent possible to permit enforcement of such provision on terms as near as possible to such provision as originally drafted.

**35. No Warranties.** Huggins is not the creator or manufacturer of items sold at auction and does not warrant them in any manner. Bidder acknowledges and agrees that the items are auctioned and sold without warranties or guarantees. HUGGINS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE. HUGGINS MAKES NO WARRANTY AS TO THE AUTHENTICITY OF THE ITEMS AND DISCLAIMS ALL LIABILITY FOR COUNTERFEIT OR INFRINGING ITEMS. The online auction platform and auction catalog are provided "as is" with all faults and Huggins does not represent, warrant or guarantee that they will be error-free, that any errors brought to Huggins' attention will be corrected, or that Huggins' website will operate uninterrupted.

**36. Limits on Liability.**

- A. In no event will the liability of Huggins exceed the purchase price paid for any lot. Any issue with any lot must be communicated to Huggins within seven (7) days of receipt of that item at the designated shipping address. After that time, Huggins will have paid consignors and failure to notify Huggins during the prescribed time will indicate acceptance of the item as is. Huggins accepts no responsibility for issues with items sent to third parties. In the event Huggins cannot deliver a lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, Huggins' liability shall be limited to rescission of sale and refund of purchase price; in no case shall Huggins' maximum liability exceed the high bid on that lot, which bid shall be deemed for all purposes the value of the lot. After one (1) year has elapsed from the close of the Auction, Huggins' maximum liability shall be limited to any commissions and fees Huggins earned on that lot.
- B. HUGGINS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, PROFITS, OR BUSINESS OF BIDDER OR ITS AGENTS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, THE PURCHASE OF ANY ITEM OR FOR ANY FAILURE TO SELL ANY ITEM FOR ANY REASON, WHETHER OR NOT HUGGINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AMOUNT OF HUGGINS' CUMULATIVE LIABILITY FOR ANY LOSSES OR DAMAGES RECOVERABLE BY BIDDER WITH RESPECT TO AN ITEM WILL NOT EXCEED THE WINNING BID AMOUNT FOR THE ITEM.

**37. Force Majeure.** Huggins shall not be liable for any delay or for any consequence of any delay in the holding of the Auction, for any early termination of the Auction or consequences of early termination or for the delivery of any items, if such delay shall be due to acts of God, acts of terrorism, acts of a public enemy, changes in law, wars, floods, fires, storms, pandemics, epidemics, outbreaks, strikes, labor stoppages, lockouts, local or national emergencies, significant interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market of services necessary for the performance of any provision hereof, or the happening of any material and reasonably unforeseeable act, misfortune, or casualty by which performance hereunder is delayed or prevented. If any such delay occurs, then Huggins' period for performing its obligations shall be extended as it may reasonably require to complete the performance of its obligation.

**End of Terms**