

# TERMS & CONDITIONS OF SALE

The property described in this catalogue, as amended by any posted notices or oral announcements during the sale, will be sold by the Estate of Billy McComb (hereinafter collectively referred to as the McComb Legacy). These CONDITIONS OF SALE, and the LIMITED WARRANTY and ADVICE TO PROSPECTIVE BIDDERS set forth elsewhere in the catalogue are the complete and only terms and conditions on which all property is offered for sale. By bidding at auction (whether present in person or by agent, by written or telephone bid, or by any other means) including, but not limited to on-line the Buyer agrees to be bound by these Conditions of Sale.

1. The authenticity of property listed in this catalogue is warranted to the extent stated in the "limited warranty," except as provided therein, all property is sold **"AS IS"** and **"WITH FAULT"**. The McComb Legacy and auctioneer make no warranties, except as provided for in the "limited warranty," or representations of any kind or nature with respect to the property or its value, and in no event shall they be responsible for correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of the property or estimate of value. No statement (oral or written) in the catalogue, at the sale, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. The Buyer is making this purchase after and in reliance upon his or her full and complete examination of the goods, and not by reason of any representation of their merchantability or fitness for particular purpose, specific attributes or otherwise, made by or on behalf of the seller.
2. The McComb Legacy and auctioneer makes no representations that the Buyer of manuscript material, photographs, prints, or works of art will acquire any copyright or reproduction rights thereto.
3. All bids are to be per lot as numbered in the catalogue.
4. The McComb Legacy reserves the absolute right (a) to withdraw any property at any time before its actual final sale, including during the bidding, and (b) to refuse any bid from any bidder. The auctioneer is the sole judge as to the amount to be advanced by each succeeding bid.
5. Any right of the Buyer under this agreement or under the law shall not be assignable and shall be enforceable only by the original Buyer and not by any subsequent owner or any person who shall subsequently acquire any interest. No Buyer shall be entitled to any remedy, relief or damages beyond return of the property, rescission of the sale and refund of the purchase price; and without limitation, no Buyer shall be entitled to damages of any kind.
6. The highest bidder acknowledged by the auctioneer shall be the Buyer. In the event of any dispute between bidders, the auctioneer shall have the absolute discretion either to determine the successful bidder or to re offer and resell the lot in dispute. If any dispute arises after the sale, the McComb Legacy's sales records shall be conclusive as to the Buyer, amount of highest bid, and in all other respects.
7. The purchase price paid by a Buyer shall be the sum of the final bid and a Buyer's Premium of twenty percent (20%) of the final bid on each lot ("the Buyer's Premium"). Any on-line Buyer shall pay an additional two and one-half percent (2.5%) of the final bid on each lot in addition to the Buyer's Premium ("Online Premium").
8. On the fall of the auctioneer's hammer, title to the offered lot or article will pass to the highest acknowledged bidder, who thereupon (a) immediately assumes full risk and responsibility therefore, (b) will immediately sign a confirmation of the purchase therefore, setting forth his name and address, and (c) will immediately pay the full purchase price therefore. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to the McComb Legacy by law (including without limitation the right to hold the Buyer liable for the bid price), the McComb Legacy, at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the Buyer, or (b) resell the property, either publicly or privately, for the account and risk of the

Buyer, and in such event the Buyer shall be liable for the payment of all deficiencies plus all costs, including warehousing, the expenses of both sales, and the McComb Legacy's commission at its regular rates and all other charges due hereunder. The McComb Legacy may also impose late charges of one and one-half (1.5%) per month (or the highest rate allowed under applicable law, whichever is lower) on any amounts unpaid.

9. All property shall be removed by the Buyer at his/her own expense after the sale, and if not so removed may, at the McComb Legacy's option, be sent by the McComb Legacy to a public warehouse at the account, risk and expense of the Buyer. Whether sent to a warehouse or stored by the McComb Legacy, the Buyer shall be liable for all actual expenses incurred plus a storage charge of five percent (5%) of the purchase price.
10. Any Buyer who purchases the property by the on-line auction or absentee bid shall pay an additional charge for the cost of packing, shipping and insurance charges.

## CONDITIONS OF SALE

1. Except as noted in this paragraph, all lots in this sale are offered for the account of the McComb Legacy, without any interest (direct or indirect) of the auctioneer. Under no circumstances may the McComb Legacy bid upon or buy back its property.
2. Except as may be otherwise expressly provided herein by the limited warranty, any and all claims of a Buyer shall be deemed to be waived and without validity unless delivered in writing by registered mail return receipt requested to the McComb Legacy within thirty (30) days of the date of sale, c/o Annabel Gray, 1351 N. Crescent Heights Blvd., Suite 205, Los Angeles, CA 90046.
3. The rights and obligations of the parties shall be governed by the laws of the State of California. All bidders and Buyers submit to the personal jurisdiction of the California State courts and their rules and procedures in the event of any dispute.
4. No waiver or alteration of any of these Conditions of Sale, the Advice to Prospective Bidders, the Limited Warranty, the estimates, or any other matter in this catalogue or any other matter whatever (whether made by the auctioneer, or any representative of the McComb Legacy) shall be effective unless it is in writing and signed by a representative of the McComb Legacy.
5. The "Limited Warranty" appearing below and the "Advice To Prospective Bidders."

## LIMITED WARRANTY

The McComb Legacy warrants the authenticity of each lot catalogued herein on the terms and conditions set forth below.

1. Unless otherwise indicated in the respective catalogue descriptions (which are subject to amendment by oral or written notices or announcements made by the McComb Legacy prior to sale).
2. With respect to autograph material, letters, historic documents, literary and musical manuscripts, inscribed books and signed photographs, books, maps and atlases, and any other works not included in (a) above, unless physical inspection would reveal self-evident lack of authenticity, the McComb Legacy warrants for a period of Ninety (90) days from the date of sale the authenticity of each lot catalogued, provided that the claim under the foregoing warranty is made to the McComb Legacy within One Hundred Twenty (120) days of the sale. Otherwise the claim under this warranty is deemed waived.
3. Serial publications, books in original parts, extra-illustrated books, made up "albums" and lots described as "sold as is," "sold not subject to return," "not collated," "collection of" or "group of," and any lot containing more than three (3) items, are sold **"AS IS"** and **"WITH FAULT"** and therefore not covered by these warranties.

# TERMS & CONDITIONS OF SALE

- The benefits of these warranties are not assignable and are applicable only to the original Buyer of the lot, and are conditioned on the Buyer returning the work in the same condition as at time of sale and in the time period specified.
- The Buyer's sole remedy under these warranties shall be the rescission of the sale and refund of the original purchase price paid for the item, and this remedy shall be exclusive and in lieu of any other remedy which might otherwise be available to the Buyer as a matter of law.
- With respect to autograph material (see Paragraph 1.a. above), or any print, drawing, or watercolor: in the event that a Buyer claims that an item is not authentic, the McComb Legacy shall have no obligation to rescind the sale unless the Buyer has obtained, at the Buyer's expense, the opinion of two recognized experts in the field, who are mutually agreeable to the McComb Legacy and the Buyer, that a lot or portion thereof is not authentic.

## ADVICE TO PROSPECTIVE BIDDERS

- All property is sold subject to this advice, the conditions of sale, and terms of warranty printed in the catalogue.
- Inspection of Property.** Prospective bidders or their agents are strongly advised to personally inspect property prior to the auction. All lots are sold **"AS IS"** and **"WITH FAULT"** without recourse to the McComb Legacy. A limited warranty provision is provided in the Terms and Condition of Sale.
- Negation of Express Warranties or Intent to Warranty by Description.** Buyer agrees that there have been no affirmations of fact or promises made by Seller relating to the lot or lots and becoming part of the basis of the bargain other than those affirmations and promises expressly set forth herein.
- Buyer's Premium.** The purchase price payable on any lot purchased will be the total of the final bid plus the Buyer's Premium as defined in paragraph 7 of the Conditions of Sale, plus all applicable sales taxes.
- Bidding Increments.** Expected bid increments are as follows:

Minimum Value	Maximum Value	Expected Bid Increment
from \$0.00	to \$29.00	\$5.00
from \$30.00	to \$99.00	\$10.00
from \$100.00	to \$499.00	\$25.00
from \$500.00	to \$999.00	\$50.00
from \$1,000.00	to \$1,999.00	\$100.00
from \$2,000.00	to \$5,999.00	\$200.00
from \$6,000.00	to \$9,999.00	\$500.00
from \$10,000.00	to \$19,999.00	\$1,000.00
from \$20,000.00	to \$49,999.00	\$2,000.00
from \$50,000.00	and above	10% of the current bid

However, the auctioneer may modify the increments at any time.

- Reserves.** All lots are subject to a reserve, which is the confidential minimum price agreed to with the seller below which the lot will not be sold. The reserve will never be higher than the low pre-sale estimate, and will never be lower than half the low estimate. The McComb Legacy may implement such reserve by opening the bidding and may bid up to the amount of the reserve by placing successive or consecutive bids for a lot in response to other bidders.
- Estimates.** The estimates provided are intended as a guide to bidding. The figures are educated guesses, based on recent values. A bid between the listed figures would, in our opinion, have a chance of success (at the time the catalogue was prepared). The estimates are exclusive of the Buyer's premium, and may be revised at any time prior to the auction.
- Bidding.** All persons attending the auction must obtain a bidding number

prior to bidding. If bids cannot be made in person or by an agent, they may be made by mail, fax, e-mail, telephone or on-line and such bids will be executed without charge.

- Absentee Bids** will be executed by the McComb Legacy on the bidder's behalf in competition with other on-line bids, absentee bids and bidding in the room. Every effort will be made to carry out the bidder's instructions, but the McComb Legacy shall in no event be responsible for failing correctly to carry out instructions, and the McComb Legacy reserves the right to decline to undertake such bids. Bids by mail should be made in U.S. dollars.
- Removal of Property.** All lots purchased shall be removed at the Buyer's risk and expense immediately following the sale. Purchases not so removed will be treated as set forth in paragraph 9 of the Conditions of Sale.
- Prices Realized.** A list of prices realized will be published subsequent to the sale. The Prices Realized will be made available on line.
- Lots not Returnable.** Paragraph 3 of the Limited Warranty describes lots which are sold **"AS IS"** and **"WITH FAULT"** and not returnable. Books, manuscripts, prints, drawings, photographs, signatures, or any other property offered in a lot comprising more than 3 items, whether or not such items are individually named, constitute "Grouped Lots." Such "Grouped Lots" are not subject to return for any reason.

## SHIPPING

All property must be removed from the premises on the day of the auction or the Buyer must arrange for shipping with Box Brothers. Shipping will be handled by Box Brothers in Los Angeles. Please allow 2-4 weeks from receipt of payment for delivery of each lot dependant on destination and mode of shipment. Timescales and charges can be discussed with Box Brothers prior to the sale. Each lot to be sent fully insured. Box Brothers will not claim a lower value on a lot to avoid customs on international shipments. The Buyer is responsible for all fees including duties, taxes, VAT, customs and other charges for lots shipped. All property must be shipped at the winning bidder's expense. After the Buyer has paid for their item(s), they must contact: Box Brothers at (323) 662-9000, or Email: Box-bros@pacbell.net to pay and coordinate shipping. Paid items may be picked up in Los Angeles after the auction at Box Brothers by contacting David or Sergio at the above phone number and/or email to coordinate. After 5 business days from the auction, a \$5.00 per day fee PER LOT will be assessed by Box Brothers to cover storage and insurance for items not picked up, this fee is non-negotiable. This fee applies to items picked up and to items that will be shipped by Box Brothers. If Buyer chooses to pick up lots from Box Brothers' location, there will be a \$20.00 charge per lot (maximum \$60.00) to cover insurance and transportation of lots from the auction site. In all other cases, lots will be shipped by Box Brothers. If Buyer wants Box Brothers to make a local delivery, Buyer must contact Sergio of Box Brothers to make separate arrangements for this. All credit card payments are subject to a 2% fee surcharge.