TAMARKIN
RARE CAMERA AUCTIONS

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Tamarkin Auctions, Inc. – Illinois Auction Firm License 444.000546
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2026 Auction Bid Sheet

LIVE AUCTION in Chicago (and online) Saturday, November 21, 2026, beginning 10:00 a.m. C.S.T

Tamarkin Auctions offers you three different ways to bid:

1. Online in real time on November 21, 2026 (Buyer's Premium: 24%)
   YOU MUST REGISTER **BEFORE THE DAY OF THE AUCTION!**
   Registration **CLOSES at 9:45 a.m. Saturday, November 21st**
2. By Mail (use this form; mail to TAMARKIN AUCTIONS at the address above. Buyer's Premium: 19,5%)
3. By Email (use this form; email to dan@tamarkinauctions.com. Buyer's Premium: 19,5%)

All email and mailed letter advance bids must be received by 5:00 p.m. CST on November 20, 2026. We will confirm your bid(s) via email once received, and your winning bid will be followed by an invoice within about 6 hours after the close of the Auction.

BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to auctions conducted by TAMARKIN AUCTIONS INC. ("Auctioneer"), and constitute a legal, valid, binding, and enforceable Contract between Auctioneer and YOU. Together with any written purchase and sale agreement between YOU and the Seller of any Lot, these Bidder Terms and Conditions form the basis for the Contract of sale between YOU and the Seller if YOU are the Winning Bidder on any Lot.

1. **Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law; Acceptance of Bidder Terms and Conditions**. The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. YOU acknowledge and agree that you have had a full and fair opportunity to review these Bidder Terms and Conditions, that YOU have read these Bidder Terms and Conditions, that YOU understand these Bidder Terms and Conditions, and that YOU accept and agree to be bound by these Bidder Terms and Conditions. YOUR participation in the Auction, whether at the Auction Site, online, telephonically, or through any other means, is further evidence of YOUR agreement to be bound by, and to abide by, all Bidder Terms and Conditions.

2. **Auction Conducted in the State of Illinois**. The Auction is conducted in the State of Illinois. All Lots are offered for sale in the State of Illinois, and will be sold and delivered in the State of Illinois. Notwithstanding YOUR physical location, these Bidder Terms and Conditions are entered into in the State of Illinois, all bids and payments are received in the State of Illinois, and all contracts between Seller and Buyer are formed and entered into in the State of Illinois, and all Lots will be delivered in the State of Illinois.

3. **Glossary of Auction Terms**. The Glossary of Auction Terms posted on Auctioneer's website is incorporated into these Bidder Terms and Conditions, and made a part hereof. YOU acknowledge an agree that YOU have reviewed the Glossary of Auction Terms.

4. **Bidder Registration; Bidder Qualification**. YOU are required to register to bid, and YOU must provide a valid credit card in order to be approved for bidding. Auctioneer may make a nominal charge or place a temporary hold against YOUR credit card for verification purposes, and may charge YOUR credit card for YOUR purchases. Auctioneer may establish such other Bidder Registration requirements and Bidder qualifications as Auctioneer determines to be reasonably necessary or appropriate. YOU must provide such information (including identifying information and qualifications) as requested by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder, and may suspend or revoke the bidding privileges of any Bidder at any time. By registering to bid, YOU represent to Auctioneer that, if YOU are a natural person, YOU are at least eighteen (18) years of age and that YOU are otherwise legally able to enter into a Contract. Each entity (*i.e.*, corporation, limited liability company, or other organization) registering to bid represents that it has the power and authority to register, to bid, and to complete the purchase transaction if it is the Winning Bidder. If bids are made by or on behalf of an entity, the entity and any individual making the bid will be jointly and severally liable on account of the bid. YOU acknowledge and agree that YOU have read, understand, and agree to be bound by, these Bidder Terms and Conditions, any and all other terms and conditions posted at the Auction Site or on the Auctioneer website(s), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Auctioneer may, in Auctioneer's sole and absolute discretion, receive bids from a person or entity that has not registered to bid and/or has not satisfied all requirements for Bidder Registration, and, by bidding, such person or entity will be bound by these Bidder Terms and Conditions, any and all other terms and conditions published by auctioneer (including those posted at the Auction Site or on Auctioneer's website(s), or otherwise), and the terms and conditions posted on the websites of any Online Auction Platform Provider(s) used by Auctioneer. Bidder Qualification provisions are intended for the benefit of Auctioneer and Seller, and create no rights
or interests in any other persons, including competing bidders. Auctioneer and/or Seller may (but will not be required to) waive any bidder qualification requirements, either globally or on a case-by-case basis.

5. **Access to Auction Site and/or Online Auction Platform**. YOU assume all risks in connection with YOUR participation, or attempted participation, in the Auction, including, without being limited to, risks arising from or associated with: (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Auction Platform utilized by Auctioneer; (iii) removal, transport, or use of any Lot(s); and/or (iv) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by Auctioneer's gross negligence or intentional misconduct. No person will have any claim against Auctioneer and/or Seller, or their respective agents or employees, for any injuries sustained or for damages to or loss of property that may occur at the Auction Site. Neither Auctioneer nor Seller will be liable for any damages of any type or nature sustained or claimed by YOU or by any other person or entity in connection with, or

in any way related to, the Auction. YOU waive any and all claims and/or causes of against Auctioneer arising in connection with, or in any way related to (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Auction Platform utilized by Auctioneer; (iii) removal, transport, or use of any Lot(s); and/or (iv) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by Auctioneer's gross negligence or intentional misconduct.

6. **Nature of the Auction**. The Auction is With Reserve. Auctioneer may Withdraw any Lot prior to the Fall of the Hammer on such Lot, even if bids have been tendered and/or recognized against such Lot.

7. **Bid Increments**. Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.

8. **Absentee Bids; Remote Bidding**. Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders. Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that a Lot may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

9. **Buyer's Premium**. Each Lot is subject to a Buyer's Premium that will be calculated as a percentage of the Hammer Price and paid by the Winning Bidder in addition to the Hammer Price. The amount of the Buyer's Premium for each Auction will be posted on Auctioneer's website and/or otherwise announced by Auctioneer, and the Buyer's Premium may vary depending on whether YOUR bids are submitted online, or onsite, or otherwise. The Buyer's Premium may also be adjusted to account for credit card processing fees and/or check verification fees. The Buyer's Premium is earned at the Fall of the Hammer and will not be refunded by Auctioneer. The Buyer's Premium will be added to the Hammer Price to determine the final Contract Price for tax purposes. If YOU are the Winning Bidder on any Lot(s) and YOU default on YOUR obligations as set forth in these Bidder Terms and Conditions, or otherwise, there will be no set-off or reduction in the Buyer's Premium even if a Lot is resold. Because the Buyer's Premium is earned with the Fall of the Hammer, Auctioneer has no obligation to mitigate damages with respect to the Buyer's Premium, and YOU acknowledge and agree that mitigation of damages is not possible.

10. **Online Auction**. In addition to all other terms and conditions set forth in these Bidder Terms and Conditions, the following terms and conditions apply if the Auction is conducted, in whole or in part, online:

10.1. **Posted Times**. Unless stated otherwise, all posted or listed times are intended to reference the local time zone at the Auction Site. Posted closing times and time displays are approximate. Auctioneer reserves the right, in Auctioneer's sole and absolute discretion, to close early, extend, reset, or reopen the Auction (including bidding on any Lot(s)).

10.2. **Online Bidding; Maximum Bids**. Online bids may be submitted as a single advancing bid on a Lot, or as a maximum bid on a Lot, and bidding will advance competitively to the next available increment. If YOU submit a single advancing bid on a Lot and YOUR bid is equal to or less than the maximum bid previously submitted by another Bidder on the same Lot, YOU will be outbid. If YOU submit a maximum bid on a Lot and a maximum bid has previously been submitted by another Bidder on the same Lot, bidding will advance to the next highest bid increment after which either YOUR maximum bid or the previously submitted maximum bid has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount. If YOUR bid is shown as the current high bid on a Lot and another Bidder submits a bid (either as a single bid or as a maximum bid), bidding will advance to the next highest bid increment after which either YOUR maximum bid or the maximum bid of the competing Bidder has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount.

10.3. **Technology Disruptions**. YOU acknowledge and agree that the Auction is conducted electronically and relies on hardware and software that may malfunction without warning. Auctioneer will not be responsible for, and will suffer no liability for, technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform(s), (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider(s) to perform, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider(s) to perform regardless of whether such obligations are owing, directly or indirectly, to Auctioneer, to YOU, to Seller, or otherwise.

10.4. **Automatic Extension Feature and Rolling Close of the Bidding**. Any Online Bidding Period may include an automatic extension feature. This means that if a bid is entered within a set time period approaching the end of the established Online Bidding Period on a Lot, the Online Bidding Period for the Lot will be automatically extended for an additional period of time in increments established by Auctioneer, and such extensions will continue until there is a set period of time that lapses during which no advancing online bid is received, after which bidding on the Lot will close.

10.5. **Disclaimer**. THE ONLINE AUCTION PLATFORM(S) AND AUCTIONEER'S WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUCTIONEER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, (i) THAT THE ONLINE AUCTION PLATFORM(S) OR ANY RELATED WEBSITE OR TECHNOLOGY WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE, (ii) AS TO THE RESULTS THAT MAY BE OBTAINED BY USING THE ONLINE AUCTION PLATFORM OR ANY RELATED WEBSITE OR TECHNOLOGY, OR (iii) AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, OR CURRENT NATURE OF THE ONLINE AUCTION PLATFORM OR ANY RELATED WEBSITE TECHNOLOGY. IF YOU ARE DISSATISFIED WITH THE AUCTION, OR THE NATURE, CHARACTER, OR FUNCTIONALITY OF TECHNOLOGY ASSOCIATED WITH THE AUCTION, YOUR SOLE AND EXCLUSIVE RECOURSE IS TO IMMEDIATELY DISCONTINUE YOUR PARTICIPATION IN THE AUCTION. AUCTIONEER RESERVES THE RIGHT TO TERMINATE YOUR BIDDER REGISTRATION, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE AUCTION, TO IMPOSE LIMITS ON CERTAIN FEATURES OF THE ONLINE AUCTION PLATFORM, AND/OR LIMIT, RESTRICT, OR TERMINATE YOUR ACCESS TO THE AUCTIONEER'S WEBSITE OR TO THE AUCTION WITHOUT NOTICE.

10.6. **Restrictions on Use**. YOU agree that YOU will not use any robot, spider, other automatic device, or manual process to monitor or copy the Online Auction Platform(s), Auctioneer's website, any technology associated with the Auction, and/or any content associated with the Auction. YOU agree that YOU will not use any device, software or routine to interfere with, or to attempt to interfere with, the proper functioning of the Online Auction Platform(s), Auctioneer's website, any technology associated with the Auction, or any activity being conducted in connection with the Auction. YOU agree that YOU will not take any action that imposes an unreasonable or disproportionately large load on the Online Auction Platform(s) and/or Auctioneer's website and/or online infrastructure. YOU agree that YOU will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Online Auction Platform(s) and/or Auctioneer's website.

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11. **No Bid Retraction**. YOU may not retract a bid that has been acknowledged by Auctioneer or that has been submitted online. YOU acknowledge and agree that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept YOUR Bidder Registration and for YOU to bid at the Auction, YOU agree not to withdraw or to attempt to withdraw any bid tendered by YOU or on YOUR behalf.

12. **Responsibility for Bids**. YOU are responsible for all bids made using YOUR Bidder Number or YOUR Bidder Account, and if YOU tender a bid that is determined by Auctioneer to be the Winning Bid, or if a Winning Bid is submitted from YOUR computer, or YOUR device, or from YOUR Bidder Account, YOU will be the Buyer. If YOUR Bidder Number is lost, stolen, or misappropriated, or if YOUR Bidder Account has been hacked or compromised YOU must notify Auctioneer immediately. YOU will be liable for all bids tendered using YOUR Bidder Number or Bidder Account prior to giving Auctioneer notice that YOUR Bidder Number was lost, stolen, or misappropriated or that YOUR Bidder Account was hacked or compromised.

13. **Conduct of the Auction**. Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, or (iii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different Bidders, or (iv) an online bid, or other bid by a remote Bidder, tendered or attempted to be tendered prior to the Fall of the Hammer goes unrecognized, or (v) some other bid dispute arises. Any Contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid. The determination of whether to reopen the bidding is within Auctioneer's sole and absolute discretion, and Auctioneer is not required to reopen the bidding. Auctioneer will suffer no liability on account of Auctioneer's determination to reopen the bidding or not. Auctioneer reserves the right, for any reason, in Auctioneer's sole discretion, to terminate, change or suspend the sale of any Lot or any aspect of any Auction sale.

14. **Winning Bidders Subject to Certification by Auctioneer**. The final determination of the Winning Bidder will be made by Auctioneer. Any notification to an online Bidder by email or electronic message (whether generated manually or automatically) is subject to certification by Auctioneer. Any dispute regarding the identity of the Winning Bidder on a Lot will be resolved by Auctioneer, and Auctioneer may reopen the Bidding. Auctioneer's determination of the Winning Bidder on any Lot will be final and conclusive.

15. **Bidding by Seller.** Seller may bid, directly or indirectly, however there is no requirement that any specific bid executed on Seller's behalf be identified as such.

16. **Withdrawal of Lot(s) by Auctioneer**. Unless exposed for sale at Absolute Auction in express written terms, any Lot(s) may be withdrawn by Auctioneer prior to the Fall of the Hammer, even if bids have been tendered against such Lot(s).

17. **Buyer**. YOU will be the Buyer of any Lot(s) on which you are certified by Auctioneer as having made the Winning Bid.

18. **Contract of Sale for Personal Property**. No additional or further writing will be required to evidence the existence of a Contract of sale for any Lot sold at the Auction regardless of the Contract Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the Contract between each Buyer and Seller.

19. **All Property Sold "AS IS," "WHERE IS," and "WITH ALL FAULTS."** EACH LOT IS BEING EXPOSED FOR SALE, AND WILL BE SOLD, IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. UNLESS EXPRESSLY STATED OTHERWISE, PROPERTY THAT IS EXPOSED FOR SALE IN ITS "AS IS" CONDITION HAS NOT BEEN MODIFIED, ALTERED, OR TESTED BY AUCTIONEER. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE VALUE, SOURCE, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH LOT. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE AND AGREE THAT YOU CANNOT RELY ON, AND HAVE NOT RELIED ON, ANY REPRESENTATION, WARRANTY, OR GUARANTEE MADE BY AUCTIONEER, OR SELLER, OR ANYONE ACTING AS AGENT OF SELLER, ORALLY OR IN WRITING, ABOUT ANY LOT. YOU ACKNOWLEDGE AND AGREE THAT EITHER (i) YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO INSPECT ALL LOTS, AND THAT YOU ARE RELYING SOLELY ON, OR THAT YOU HAVE WAIVED, SUCH INSPECTION AND INVESTIGATION IN DETERMINING WHETHER TO BID, IN DETERMINING THE AMOUNT OF A BID, AND IN BIDDING, OR (ii) IF A PRE-AUCTION INSPECTION IS NOT AVAILABLE, YOU ARE KNOWINGLY AND WILLING BIDDING WITHOUT A PRE-AUCTION INSPECTION, YOU ARE NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES BY AUCTIONEER OR SELLER, AND YOU ARE ASSUMING ANY AND ALL RISKS ASSOCIATED WITH YOUR PURCHASE OF LOT(S) WITHOUT A PRE-AUCTION INSPECTION. THIS "AS IS" DISCLAIMER APPLIES PRE-AUCTION, POST-AUCTION, AND DURING THE AUCTION.

20. **Inspection; Photographs and Images; Due Diligence; Descriptions**. By bidding, YOU acknowledge and agree that YOU have had a full and fair opportunity to inspect the Lot(s), and that YOU are relying solely on YOUR inspection and investigation, or that YOU have waived inspection and investigation, and that YOU have not relied on any statement, representation, warranty, or guarantee made by Auctioneer, or by Seller, or by anyone acting as agent or representative of Seller; provided, however, that if a pre-auction inspection is not available, YOU acknowledge and agree that (i) YOU are knowingly and willing bidding without a pre-auction inspection, (ii) YOU are not relying on any representations or warranties by auctioneer or seller, and (iii) YOU are assuming any and all risks associated with YOUR purchase of the Lot(s) without a pre-auction inspection. YOU, further, acknowledge and agree that any photographs or other images of Lot(s) are adequate for YOUR purposes. YOU, further, acknowledge and agree that YOU have had a full and fair opportunity to ask questions and to conduct any and all due diligence that YOU deem to be necessary or appropriate, and that the responses YOU have received, if any, are adequate for YOUR purposes. Unless expressly stated otherwise in writing, any description of a lot is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by auctioneer or seller.

21. **All Sales Final**. ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.

22. **Limitation of Liability**. Auctioneer is not responsible for any actions of Seller or others, including Bidders or Buyers, taken before, during, and after the Auction. Auctioneer will not be held liable for typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, at the Auction Site, or otherwise related to the Auction.

23. **Announcements**. Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

24. **Auctioneer's Records Conclusive**. Absent clerical errors, Auctioneer's records will be final and conclusive.

25. **Title**. If YOU are certified as the Winning Bidder on a Lot, YOU will be contractually obligated to pay the Contract Price; however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears.

26. **Payment.** Except as otherwise provided on Auctioneer's website, or by announcement, or agreement,
(i) If YOU are physically present at the Auction Site, all Lots on which YOU are the Winning Bidder must be paid for at the Auction Site at the close of the Auction, and before any Lot purchased by YOU is removed from the Auction Site. Payment at the Auction Site may by in cash, credit card, or by approved check.
(ii) If YOU are a remote or online Bidder, not physically present at the Auction Site, all Lots on which YOU are the Winning Bidder must be paid for in-full within ten (10) days after the close of the Auction, and before any Lots purchased by YOU is removed from the Auction Site. Online purchases must be paid by credit card, certified funds, or by wire transfer; provided, however, that online purchases in excess of Five Thousand Dollars ($5,000) must be paid by wire transfer unless other arrangements acceptable to Auctioneer are made.

27. **Failure to Pay**. If YOU fail to pay for YOUR purchase(s) within time provided, YOU will be deemed to have abandoned any interest in the Lot(s), but YOU will remain liable for payment of the Contract Price. Unpaid Lot(s) may be retained by Seller, resold at a subsequent auction, or otherwise disposed of. If unpaid Lot(s) are sold at a subsequent auction, YOU will be liable for any shortfall or deficiency on the resale of the Lot(s), the Buyer's Premium, and the costs incurred in connection with reselling the Lot(s). Under no circumstances will YOU be entitled to any surplus from the resale of any unpaid Lot(s). Auctioneer and/or Seller may, at any time, commence a lawsuit against YOU for the Contract Price of any unpaid Lot(s) and/or for any deficiency realized on the resale of such Lot(s). Subject to applicable law, beginning Twenty (20) days after the Auction, and continuing until the removal or other disposition of any Lot(s) not been picked-up or removed, a storage charge in the amount of One Hundred Dollars ($100) per Lot per day will accrue, and Auctioneer will have a possessory lien against such Lot(s) that may be executed on in order to satisfy such storage charges. In addition to the foregoing, if YOU fail to pay for any Lot(s) with respect to which YOU are the Winning Bidder, YOU may be banned from any and all future auctions conducted by Auctioneer, and YOUR failure to make payment may be reflected on YOUR profile with the Online Auction Platform Provider(s) or otherwise truthfully disclosed.

28. **Possession, and Risk of Loss**. Possession and risk of Loss will pass, as follows: (i) If YOU are physically present at the Auction Site and YOU are the Winning Bidder on a Lot, possession and risk of loss will pass to YOU with the Fall of the Hammer, even if YOU have not yet paid for the Lot, and YOU will be solely responsible for safeguarding and protecting all such Lots. (ii) If YOU are a remote or online Bidder, not physically present at the Auction Site, possession and risk of loss will pass to YOU when the Lot(s) on which YOU are the Winning Bidder are (i) picked-up at the Auction Site by YOU or on YOUR behalf, or (ii) delivered to a carrier (whether USPS, UPS, FedEx, or other) at the Auction Site or at the carrier's location in the State of Illinois.

29. **Calculation of Sales Tax; Sales Tax Disputes**. Unless otherwise directed by the appropriate taxing authority, sales tax will be calculated, and collected, based on the Contract Price, which includes the Hammer Price ***plus*** the Buyer's Premium. If (i) YOU believe that YOUR purchase is subject to a sales tax exemption that is not recognized by Auctioneer, or (ii) YOU believe that the Buyer's Premium portion of the Contract Price should not be subject to sales tax, or (iii) YOU otherwise dispute the sales tax, YOU should address YOUR dispute to the appropriate taxing authority and seek a refund from the appropriate taxing authority to the extent that the same may be available to YOU.

30. **Delivery; Sales Tax**. All Lots purchased by YOU will be delivered to YOU at the physical location of such Lot(s) at the close of the Auction which will be either (i) the Auction Site, (ii) such other location inside the State of Illinois as indicated in the specific Auction listing, or (iii) as otherwise designated by Auctioneer. Auctioneer has no obligation to move or relocate any Lot(s) to YOUR location or to a location designated by YOU. YOU may designate, appoint, and empower an agent to accept delivery of YOUR purchases at the point of sale within the State of Illinois, and to arrange for shipment of YOUR property to a location designated by YOU. Unless an exemption applies, all purchases are subject to sales tax in the jurisdiction where delivery occurs as set forth in the specific Auction listing and these Bidder Terms and Conditions. Sales tax will be collected at the point of sale as set forth in the specific Auction listing and these Bidder Terms and Conditions and will be remitted to the applicable taxing authorities. The foregoing notwithstanding, if another jurisdiction or taxing authority (including, without being limited to, the jurisdiction in which YOU reside, conduct business, or will maintain the Lot(s) purchased by YOU) requires the collection and remittance of sales tax, use tax, or a similar tax, YOU will be responsible for payment of an amount equal to such tax. If it is determined that sales tax is collected and paid to the wrong taxing authority, YOU and Auctioneer will cooperate in efforts to obtain a refund of such tax and its remittance to the proper taxing authority. The foregoing notwithstanding, if Auctioneer determines that it is necessary to collect and remit sales tax, use tax, or other similar tax, to any taxing authority other than taxing authorities in the State of Illinois, YOU will be responsible for all such taxes.

31. **Shipping; Insurance**. Any Lots shipped to YOU will be from Auctioneer's location in Cook County, Illinois. Possession and risk of loss will pass to YOU at the point of shipment in the State of Illinois. Unless otherwise agreed, YOU are responsible for the insurance of items purchased by YOU as of the time payment is made.

32. **Failure Pick-up or Arrange for the Delivery; Abandoned Property; Storage.** If YOU are certified as the Winning Bidder on one or more Lots, and, after paying the Contract Price for such Lot(s), YOU fail to pick-up or otherwise remove such Lot(s) within Twenty (20) days after the Auction, YOU will be deemed to have abandoned such Lot(s), and any interest therein, to Auctioneer, and YOU will give up any and all rights with respect to such Lot(s). Lots that have been abandoned to Auctioneer may be retained by Auctioneer, sold at a subsequent auction, or otherwise disposed of. YOU will not be entitled to any proceeds from the sale of any abandoned Lot(s). Subject to applicable law, beginning Twenty (20) days after the Auction, and continuing until the removal or other disposition of any Lot(s) not been picked-up or removed, a storage charge in the amount of One Hundred Dollars ($100) per Lot will accrue on a daily basis, and Auctioneer will have a possessory lien against such Lot(s) that may be executed on in order to satisfy such storage charges.

33. **Returned Checks**. Any checks that are returned unpaid will be subject to a returned check fee in the amount of $100. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

34. **No Stop Payment Orders or Credit Card Chargebacks**. YOU agree that YOU will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. YOU further agree that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of YOUR (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and YOU acknowledge and agree that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which

charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, YOU issue a stop payment order or initiate a credit card chargeback, YOU will remain liable for all purchases made at the Auction, and YOU will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and/or in collecting payment. YOU acknowledge and agree that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number or Bidder Account to YOU, and is being made as an inducement for Auctioneer to accept YOUR Bidder Registration, to issue a Bidder Number or Bidder Account to YOU, and to permit YOU to bid at the Auction. YOU acknowledge and agree that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting YOUR Bidder Registration and in permitting YOU to bid at the Auction.

35. **Claims**. After a Lot has been removed from the Auction Site by YOU, or on YOUR behalf (including, without being limited to shipped Lots) and/or after the date posted by Auctioneer (regardless of whether the Lot has been removed from the Auction Site), no claims, returns, adjustments, or rescissions will be allowed for any reason, including, without being limited to, any alleged failure of a Lot to correspond with any standard and/or expectation.

36. **Buyer Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages**. Unless expressly provided otherwise in these Bidder Terms and Conditions, to the extent that YOU may be entitled to damages or remedies, the sole and exclusive remedy available to YOU is a return of the Hammer Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to, lost profits or reduced productivity. YOU acknowledge and agree that YOU are not entitled to specific performance or other equitable relief.

37. **Seller Remedies**. If YOU breach YOUR obligations under these Terms and Conditions or under a sale Contract with the Seller of any Lot(s), the Lot(s) may be resold and YOU will be responsible for any and all damages, including any deficiency or reduction in the Contract Price, along with incidental damages.

38. **Indemnification**. YOU agree to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property. Without limiting the generality of the foregoing sentence, YOU accept responsibility for, and agree to indemnify, defend and hold harmless Seller and Auctioneer, and each of them, and their respective employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents, attorneys, and representatives, from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with YOUR participation in the Auction, including, without being limited to, personal injuries, property damage, or financial loss, incurred by YOU or any other person or entity at the including, without being limited to, access to or use of any Online Auction Platform, access to or presence at the Auction Site, and/or removal, transport, use, or subsequent sale of any Lot(s).

39. **Relationship of the Parties**. Auctioneer is the agent of the Seller only.

40. **Mailing List**. Auctioneer may use Bidder Registration information to notify previously registered Bidders (by email or otherwise) about future Auctions and events. YOU may opt out of receiving such notifications by providing written notice to Auctioneer.

41. **Audio and Video Recording; Photographs**. The Auction Site may be subject to security surveillance, including video, audio, and photographic recording. Video, audio, and photographic recording may also be taken by Auctioneer and used on Auctioneer's website, or, otherwise, in advertising and/or for other commercial purposes. As a condition to, and in consideration of, YOUR presence at the Auction Site, YOU acknowledge and agree that such video, audio, and photographic recordings may be made, and that YOU may be included on such video, audio, and photographic recordings, and YOU consent to the same. YOU further agree that Auctioneer may use any such images or recordings in advertising and/or for other commercial purposes on a royalty-free basis with no further consideration or remuneration to YOU.

42. **Invoice and Communications from Auctioneer.** YOU will be invoiced for your purchases within six (6) hours of the conclusion of the Auction. If YOU are present at the Auction Site at the conclusion of the Auction, an invoice will be delivered to YOU at that time, and may also be sent to YOU by email. If YOU are a remote Bidder, an invoice will be sent to you by email within six (6) hours of the conclusion of the Auction. YOU acknowledge and agree that email communications, including, without being limited to, invoices, payment instructions, and payment reminders, may be sent or transmitted to YOU by Auctioneer, or those acting on Auctioneer's behalf, at any time during the day or night, and you expressly consent to the transmission, and your receipt, of communications from or on behalf of Auctioneer by email or otherwise (including, without being limited to, invoices, payment instructions, and payment reminders) at any time during the day or night without limitation as to the day of the week or the time of day that such email is transmitted or received, and without regard to whether such transmission occurs on a legal holiday.

43. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial**. These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Cook County, Illinois, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to the Auction, these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for Cook County, Illinois; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waive any objection to the bringing of such claim, suit, or cause of action in such courts on the grounds inconvenience. YOU WAIVE THE RIGHT TO A JURY TRIAL.

44. **Attorneys' Fees**. YOU breach YOUR obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

45. **Acceptance of Bidder Terms and Conditions**. YOU acknowledge and agree that YOU have had a full and fair opportunity to review these Bidder Terms and Conditions, and that YOU have read these Bidder Terms and Conditions, YOU understand these Bidder Terms and Conditions, and YOU accept and agree to be bound by these Bidder Terms and Conditions.

46. **Waiver**. Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). such provisions, including, without being limited to, Bidder Registration and Qualification requirements, payment terms, removal and delivery terms, and inspection terms, do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. either globally or on a case-by-case basis auctioneer and/or seller may (but will not be required to) waive any provisions of these bidder terms and conditions that are intended for the benefit of Auctioneer and/or Seller.

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Name_____

Credit Card Billing Address_____

City_____State_____Postal Code_____Country_____

Phone Number _____/Email _____

Credit Card No._____

Expiration Date _____/_____ "CCV" Security Code _____ Issuing Bank_____

Signature _____

LOT NUMBER: BID AMOUNT:

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