TERMS AND CONDITIONS OF SALE

1. All items are sold “AS IS, WHERE IS” with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. Prospective bidders are strongly advised to personally examine any lots in which they are interested before the auction takes place. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to authenticity, age, condition, materials or any other feature of items being sold. Gold Leaf Gallery attempts to catalog every lot correctly and will attempt to point out any defects but will not be responsible or liable for the correctness of the catalog or other descriptions of the lot. The absence of any reference to the condition of a lot does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections, or the conditions of aging. You are encouraged to request a condition report on items you are interested in bidding on. Please note that condition reports are not available on lots with a low estimate less than $500. By placing a bid, either in person, by phone, absentee or via the Internet, you signify that you have examined the items as fully as you desire to or that you have chosen not to examine them. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you have an expert examine the lot for you or do not bid on the item in question. If your item(s) are damaged in shipping, you will need to contact the shipper to file a claim. If your item(s) are being shipped and there is a condition problem upon receipt, you are expected to notify us immediately by phone at (903) 597-2645. Any condition concerns will be null and void after the 10th business day following the end of the auction. Please note that if you pay late and thus receive your item(s) late, this does not qualify you for special privileges. We do not give refunds! All sales are final!
2. All property is sold “AS IS, WHERE IS” and neither Gold Leaf Gallery nor the consignor makes any warranties or representations of any kind or nature with respect to property or its value, and in no event shall be responsible for the correctness of description, genuineness, attribution,

provenance, authenticity, authorship, completeness, condition of property or estimate of value. No statement (oral or written) in this catalog, at the sale, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. All measurements are approximate.

3. The successful bidder is the highest bidder acknowledged by the auctioneer. In the event of any dispute between bidders, or in the event of doubt on Gold Leaf Gallery's part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, Gold Leaf Gallery's sale record is conclusive. Gold Leaf Gallery records the audio portion of each auction.
4. The purchaser assumes full responsibility for items at the fall of the hammer.
5. As a convenience to customers, absentee bids and phone bids will be executed by Gold Leaf Gallery personnel in a competitive and confidential manner. Phone bid arrangements must be made 24 hours prior to start of the auction. Gold Leaf Gallery will not be responsible for failure to execute absentee or phone bids. We will not accept phone bids on items with a low estimate less than $500.
6. Gold Leaf Gallery may designate certain lots as Select Lots and will require pre-registration authorization to bid. The pre-registration application must be received by Gold Leaf Gallery at least 2 business days prior to the auction. Gold Leaf Gallery's decision whether to accept any application is final. We cannot obtain financial references over weekends or public holidays.
7. There will be a buyer's premium of 25% added to the hammer price of each lot for the portion up to and including $300,000, 20% on the portion from $300,001 through $2,000,000, and 12% on the portion exceeding $2,000,000 and all will be considered part of the total purchase price. All purchases will be subject to an 8.25% Texas sales tax unless (1) you are an out-of-state resident and your purchases are being shipped out of Texas or (2) if you are a Texas resident and you possess a valid tax-exempt number. Gold Leaf Gallery must have a blanket exemption certificate with permit number and signature on any tax- exempt sale. All purchases via LiveAuctioneers will have an additional 3% added to the buyer's premium.

8. PAYMENT – DOMESTIC CLIENTS: We accept bank wire transfers, cash, cashier's checks, credit cards, and personal or company checks with proper ID. CREDIT CARD TRANSACTIONS ARE SUBJECT TO AN ADDITIONAL 3% CONVENIENCE FEE. For clients not attending the auction in person, we will email you an invoice the day after the auction. Payment is due within five business days. If paying by check, Gold Leaf Gallery reserves the right to hold all purchases until the check has cleared to the satisfaction of Gold Leaf Gallery and its bank. Cash payments of $10,000 or more require the completion of Federal Form 8300.

INTERNATIONAL CLIENTS - We accept credit cards and bank wire transfers. CREDIT CARD TRANSACTIONS ARE SUBJECT TO AN ADDITIONAL 3% CONVENIENCE FEE. We will email you an invoice the day after the auction and payment is due within five business days.

9. SHIPPING – It is the buyer's responsibility to arrange for and pay for shipping. Gold Leaf Gallery is not in the shipping business. We do not have the proper staff, materials or insurance to provide such services. We cannot and will not provide packing or shipping services for anyone. NO EXCEPTIONS. On the 30th calendar day following the auction, all lots that have not been removed from Gold Leaf Gallery will be moved to an off-site storage facility and incur storage fees of $10.00 per lot per day until removed. We must have a signed, completed Shipping Authorization to release your lots. Wire payment-goods are released for shipment the day following receipt of good funds; Cash payment-goods are available for immediate pickup. Cashier's Check payment-we will contact the issuing bank for verification and goods are available once funds are verified, usually the same day; Check payment-it takes up to 7 business days for a check to fully clear the U.S. banking system. Goods are released on the 8th day after receipt of your check; Credit Card payment-goods are available for immediate pickup by established clients. Goods for new clients are released 5 business days after payment is processed.
10. JEWELRY RELATED - (a) Watches: Prospective buyers or their agents should satisfy themselves by personal inspection as to the condition of each lot. Gold Leaf Gallery employees are not watch professionals and Gold Leaf Gallery does not warrant the condition of watch movements, the authenticity of replacement parts, working condition, water-resistance, or the future serviceability of any watch. (b) Gemological laboratory reports:

Gold Leaf Gallery provides information regarding gem lab reports for the convenience of the prospective buyer. The accuracy of the information, applicability, or any information contained in the reports is not guaranteed by Gold Leaf Gallery, nor do we accept responsibility for reliance there upon. (c) Gemstone treatment: Colored gemstones are routinely treated by methods including but not limited to heating and filling to improve the color, clarity and stability of the stone. Gold Leaf Gallery does not take responsibly for disclosure of such treatment. Unless the catalog states that the stone is natural, Gold Leaf Gallery does not take responsibility for disclosure of treatment nor handling by the buyer after sale. (d) Restricted materials: Gold Leaf Gallery does not provide shipping services. Whether it be diamonds, gemstones, or other materials associated with the lots being offered, it is the responsibility of the buyer to adhere to the export regulation that may exist based on US or international laws or regulations.

11. If we are prevented by fire, theft, or any other reason whatsoever from delivering any property to the purchaser, our liability shall be limited to the sum actually paid, by the purchaser for such property.
12. Gold Leaf Gallery reserves the right to withdraw any lot at any time before the auction without liability.
13. The auctioneer reserves the right to reject any bid not commensurate with the value of the property offered.
14. A range of estimates is given on each lot with a low and a high estimate. Estimates should not be relied on as a prediction of the actual selling price.
15. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, Gold Leaf Gallery at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve or minimum selling price, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages.
16. In the unlikely event we lose our internet connection, Gold Leaf Gallery reserves the right in its sole and absolute discretion to cancel the remainder of the auction.

17. Some lots may be offered with a “reserve” which is the minimum price below which the lot will not be sold. Gold Leaf Gallery may act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the consignor. The auctioneers may continue to bid on behalf of the consignor up to the amount of the reserve, either by placing bids in response to other bidders or by placing consecutive bids. In no event will the reserve exceed the low estimate.
18. These terms and conditions of sale, as well as the respective rights and obligations of Gold Leaf Gallery and any purchasers or bidder at any sale of Gold Leaf Gallery, shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
19. The auctioneer is licensed and regulated by the Department of Licensing and Regulation. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint, it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 512-463-6599.

Texas Auctioneer: Barbara Bass #18082