

NEW YORK CONDITIONS OF SALE RETROMOBILE • BUYING AT GOODING CHRISTIE'S

CONDITIONS OF SALE

Please read the following conditions of sale ("**Conditions of Sale**") carefully prior to attending or registering to bid in the Gooding & Company, LLC (authorized to do business in New York as Gooding Christie's, LLC and referred to herein as "**Gooding Christie's**") live auction event to be held in New York, New York ("**Auction**"). As used herein, "**General Conditions**" refers to, collectively, the terms and conditions of (a) these Conditions of Sale, (b) the bidder registration application and any telephone or absentee bidding application, (c) the Important Information for Buyers applicable to the Auction; and (d) any Lot-specific notices, saleroom notices or addenda, announcements made at the Auction, or notices or updates published by Gooding Christie's on christies.com (the "**Site**") in connection with the Auction.

All Lots in the Auction are offered by Gooding Christie's as agent for the seller of the Lot (the "**Seller**") and not on behalf of Gooding Christie's. Gooding Christie's shall not have any liability or responsibility for any act, omission, default or failure by any Seller. The General Conditions constitute the sole and entire agreement between, as applicable, Gooding Christie's and/or the Seller, on the one hand, and any bidder or the Buyer (as defined below), on the other hand, under which Gooding Christie's will offer on behalf of the Seller, and the Seller will sell, items, including vehicles ("**Vehicles**") and automobilia (each item, a "**Lot**"), in any Auction(s) for which a registration application has been accepted and concerning the respective parties' rights and obligations with regard to the matters addressed herein.

The online catalogue and related pages on the Site constitute part of the General Conditions and are the most current and authoritative source of information regarding any Lot, including, without limitation, any notices, sale room addenda, catalogue symbols, and other Lot-specific disclosures, which may be posted, updated, or revised at any time prior to the Auction and shall supersede any prior or printed descriptions to the extent of any inconsistency.

The General Conditions may only be amended by written saleroom addenda or announcements during an Auction(s) by a Gooding Christie's representative or the individual conducting the Auction ("**Auctioneer**"), or any notices or revised notices by Gooding Christie's on the "Important Information for Buyers" or "Event Information" pages of the Site, if any, or in a written agreement between the respective parties.

By attending, registering to bid or placing a bid at an Auction – whether in person, through an agent or representative, by absentee bid, by telephone bid, by online bid via Christie's LIVE™, or by otherwise attending or participating in the Auction – each bidder, Buyer and person so attending or participating represents, warrants and covenants to and with Gooding Christie's that such bidder, Buyer or person attending or participating, as the case may be, has reviewed, understands, and accepts and agrees to be, and is, bound by the General Conditions, including the paragraphs labeled "Limitation on Damages" and "As Is – No Warranty," which set forth Gooding Christie's obligation and maximum liability in the event of loss or damage to any bidder, Buyer or attendee.

A • REGISTERING TO BID

1 • REGISTRATION REQUIRED

All prospective bidders must register with Gooding Christie's before bidding at the Auction. Prospective bidders may submit a request to register for an Auction by following the instructions displayed on the

registration page of the Site. Gooding Christie's will issue each registered bidder a paddle, paddle number and/or other identifier for purposes of identification during the Auction ("**Paddle**").

2 • FINANCIAL GUARANTEE

Gooding Christie's may require prospective bidders to provide an original bank letter of guarantee or other form of proof of ability to pay for purchases, in either case, in an amount and in a form acceptable to Gooding Christie's in its sole discretion (the "**Guarantee**"). Prospective bidders authorize the release of financial information to Gooding Christie's for the purpose of verifying ability to pay for purchases.

3 • REGISTRATION TIMING REQUIREMENTS

Prospective bidders should register as early as possible, and in any case, at least 24 hours before the Auction. Requests for telephone or absentee bidding should be received at least 24 hours before the Auction, subject to staff availability. Gooding Christie's will use reasonable efforts to accommodate later requests but cannot guarantee that registration or bidding arrangements can be completed in time.

4 • GOODING CHRISTIE'S DISCRETION

Gooding Christie's is an equal opportunity company that does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the provision of services. Subject to the foregoing, Gooding Christie's reserves the right, in its sole discretion, to refuse admission to the premises of an Auction or to register and/or issue a Paddle to any person or to revoke a Paddle granted to any bidder with or without cause.

5 • ANTI-MONEY LAUNDERING

Gooding Christie's may require such identification, financial and other information or documentation as it considers necessary to complete its bidder identification, registration and compliance procedures and may decline to register any bidder that does not satisfy those requirements. You may be asked for the following identification documents:

- (a) for individuals: Photo identification (driver's license, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);
- (b) for corporate clients: your Certificate of Incorporation, registry extract or equivalent document(s) showing your company name and registered address together with documentary proof of directors and beneficial owners; and
- (c) for trusts, partnerships, offshore companies and other business structures: please contact us in advance to discuss our requirements.

B • BIDDER RESPONSIBILITIES

Each bidder is personally responsible for any use of its Paddle, and each bidder agrees that, except as otherwise provided below with respect to authorized representatives, it is personally liable under the General Conditions

for the full Purchase Price (as defined below) and other amounts due if the Paddle is used in the winning of any Lot(s), whether by the respective bidder or by any other person.

1 • BIDDING ON BEHALF OF ANOTHER PERSON

(a) As authorized representative

If you are bidding on behalf of another person or entity who will pay Gooding Christie's directly, that person or entity must complete the bidder registration requirements above and supply a signed letter authorizing you to bid for them. That other person or entity will be the registered bidder and will be liable for the Purchase Price and all other sums due under the General Conditions if they are the Buyer of a Lot.

(b) As agent

If you register in your own name but are acting as agent for someone else (the "**Ultimate Buyer(s)**") who will put you in funds before you pay Gooding Christie's, you accept personal liability to pay the Purchase Price and all other sums due under the General Conditions. You warrant that you have conducted appropriate customer due diligence on the Ultimate Buyer(s) and have complied with all applicable anti-money laundering, counter terrorist financing and sanctions laws. You agree to disclose to Gooding Christie's the identity of the Ultimate Buyer(s) (including any officers and beneficial owner(s) of the Ultimate Buyer(s) and any persons acting on its behalf) and on our request, provide documents to verify their identity. You further warrant the arrangements between you and the Ultimate Buyer(s) in relation to any Lot do not facilitate, in whole or in part, tax crimes and are not intended to evade sanctions laws or other applicable laws, regulations or orders.

2 • COMPLIANCE WITH LAW.

By participating in the Auction and/or bidding, each bidder and Buyer is expressly representing and warranting to Gooding Christie's that it is complying with and agrees to comply with all applicable laws, rules and regulations, and the General Conditions. Further, each bidder and Buyer expressly represents, warrants and covenants that:

- (a) They (and any Ultimate Buyer) are not subject to any economic sanctions and export controls restrictions administered or enforced by any relevant sanctions authority (including U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and Department of Commerce's Bureau of Industry and Security (BIS), the United Nations, the European Union and in the United Kingdom (UK), Her Majesty's Treasury's Office of Financial Sanctions Implementation (OFSI) or the UK Export Control Joint Unit (ECJU)) ("**Sanctions**") or owned, partially owned or controlled by an individual or entity subject to Sanctions, and

they (and any Ultimate Buyer) have not been charged with or convicted of money laundering, terrorism or other crimes (whether in the United States or elsewhere);

- (b) funds used for their purchase at the Auction are not connected with or derived from any criminal activity (whether in the United States or elsewhere);
- (c) funds used for their purchase at the Auction will not be transferred from, or otherwise involved in any financial transaction related to the purchase, any financial institution subject to Sanctions or owned, partially owned or controlled by an individual or entity subject to Sanctions; and
- (d) items purchased at the Auction are not being, and shall not be, transferred to or used in any jurisdiction in contravention of any Sanctions or purchased or to be used in any way connected to the facilitation of breaches of applicable tax, money-laundering or anti-terrorism laws and regulations.

3 • COMPLIANCE WITH POLICIES

Each bidder, Buyer, and other person attending or participating in an Auction further agrees to comply with all applicable policies and procedures Gooding Christie's may communicate from time to time, including any posted signage.

4 • PHOTOGRAPHY AND RECORDING

Each bidder, Buyer and attendee agrees that any photography, audio, video or other recording captured is solely for their own personal use, and shall not otherwise be redistributed or rebroadcast in any medium, nor used for any commercial purpose, unless authorized under an official Gooding Christie's-issued media pass.

C • DESCRIPTIONS OF PROPERTY

Any written or oral descriptions of the Lots or related information, including any published catalogue, Lot description or other Auction-related materials, postings, announcements, press releases, advertisements, bill of sale or invoice, or statements or affirmations made by or on behalf of Gooding Christie's prior to or at the Auction, including any reference to a Lot as being a particular model, make, or type or the rarity or uniqueness or provenance thereof, are only statements of opinion and not statements of fact and do not, and shall not under any circumstances be deemed to, create or constitute representations or warranties of any kind by Gooding Christie's or the Seller. Each bidder and Buyer hereby acknowledges and agrees that they are not entitled to rely, and they each agree not to rely, upon any of such descriptions, statements, affirmations, information or materials for any purpose, and that none of the foregoing are a part of the basis of the bargain of the purchase and sale of any Lot, nor do or shall any of the foregoing supersede or modify any of the General Conditions.

D • INSPECTION OF LOTS

1 • VIEWING HOURS AND APPOINTMENTS

During viewing hours or by appointment (as applicable), bidders are provided an opportunity to inspect the Lots prior to bidding and are invited and strongly encouraged to conduct, and must solely rely upon, their own independent inspection and examination of any Lot and all matters relating thereto before placing any bid.

Refer to the published event information, including the Auction Information page on the Site, for the viewing hours and information for scheduling appointments.

2 • BUYER RESPONSIBILITY

Gooding Christie's has no obligation or responsibility, and does not assume any obligation or responsibility, to undertake an inspection of any Lot prior to the Auction. Bidders are solely responsible for inspecting the Lots prior to bidding (regardless of whether Gooding Christie's conducts its own inspection of the Lot) and satisfying themselves as to the condition of the Lots and all other matters relating to the Lots, including condition, title, importance, value, quality, authenticity, description (including the published Lot description), provenance and whether or not any Lot complies with any applicable federal, state or other laws or regulations of any kind, and to identify any repairs, restoration or replacement parts and to ascertain completeness. As the condition and other potentially relevant matters related to a Lot are not necessarily easily determined, and Gooding Christie's does not claim or possess any peculiar knowledge or experience in determining such matters and does not have access to relevant information, Gooding Christie's does not, and does not assume any obligation or responsibility to, undertake a level of inspection necessary to obtain or verify such information, including any published Lot description or other description or announcement or affirmation, and Gooding Christie's relies upon information provided by the Seller.

3 • NO WARRANTY ON CONDITION

Gooding Christie's does not assume any responsibility to determine the condition of any Lot, and any condition report (and/or any other description or information provided relating to the Lot, including in the published Lot description, in any statement by any employee, officer, agent, or representative of Gooding Christie's, or in any other Auction-related materials) is not intended to and does not negate or modify the paragraph labeled "As Is – No Warranty" or any other provisions of the General Conditions, contains only statements of opinion and not statements of fact, and shall not be deemed to create representations or warranties of any kind. In no event shall Gooding Christie's or any of its directors, employees, officers, agents or representatives have any liability or responsibility for any matters relating to or arising out of such report and/or the condition of any Lot, regardless of the content or omissions of, or any errors in, the report. The absence with regard to a Lot of any mention of repairs, damage, replacement parts or restoration in any condition report, published Lot description or statements by Gooding Christie's shall not be deemed to mean the Lot is free of the foregoing, nor shall reference to any of the foregoing be deemed to exclude any others.

E • CERTIFICATE OF TITLE; REGISTRATION

Except as provided in "Additional Terms for New York Vehicle Auctions", Gooding Christie's makes no representation or warranty with respect to any existing certificate of title or registration with regard to any Lot. It is each bidder's and Buyer's responsibility to make their own independent investigation with regard to the title, including examining any and all documentation pertaining to the title or registration provided by the Seller and made available by Gooding Christie's prior to the Auction, and determining whether a Lot is or can be registered. Gooding Christie's does not guarantee or make any representation or warranty that any or all title or registration documentation will satisfy the requirements of any state in the United States or of any foreign jurisdiction, and Gooding Christie's shall not be liable under any circumstances with regard to whether or not such documentation is acceptable, complete or adequate, or otherwise in connection therewith. All such title documentation is provided by the Seller, and Gooding Christie's does not assume any responsibility or

liability with regard to such title documentation or the quality or marketability of title to any Lot. The Buyer of a Lot is solely responsible for complying with all registration requirements as to such Lot.

F • ABSENTEE, TELEPHONE, AND ONLINE BIDDING

1 • GENERALLY

Subject to availability during the Auction and prior approval in Gooding Christie's discretion, with respect to one or more Lots as determined in Gooding Christie's discretion, Gooding Christie's, only as an accommodation and convenience, may offer absentee, telephone and online bidding to bidders who cannot attend an Auction. Gooding Christie's is not responsible for any error (human or otherwise), omission, or breakdown in providing these services.

(a) Phone Bids

Any request for this service must be made no later than 24 hours prior to the Auction subject to staff availability. Telephone bidding is available in French or English. Telephone bids and the bidder's telephone conversation with Gooding Christie's employee, officer, agent or representative may be recorded, and by participating or bidding at the Auction by phone the bidder expressly consents to all such recording.

(b) Internet Bids on Christie's LIVE™

Online bidding for the Auction will be conducted through Christie's LIVE™, accessible through the Site or Christie's mobile app. For more information, please visit <https://www.christies.com/buying-services/buying-guide/register-and-bid/>. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ Terms of Use which are available at <https://www.christies.com/LiveBidding/OnlineTermsOfUse.aspx>.

(c) Absentee Bids

Requests for absentee bidding must be submitted in accordance with the instructions on the Auction sale page of the Site or through Client Services. Gooding Christie's must receive a completed absentee bid at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out absentee bids at the lowest possible price, taking into account the reserve. If a bidder makes an absentee bid on a lot which does not have a reserve and there is no higher bid, Gooding Christie's will bid on such bidder's behalf at around 50% of the low estimate or, if lower, the amount of such bidder's bid. If Gooding Christie's receives absentee bids on a lot for identical amounts, and at the Auction these are the highest bids on the lot, Gooding Christie's will sell the lot to the bidder whose absentee bid was received first.

2 • BIDDING INCREMENTS

Bidding will be opened at a level determined by the Auctioneer and will generally advance in increments of approximately 10% or as may be otherwise set forth in notices posted by Gooding Christie's on the "Important Information for Buyers" or Auction event information pages of the Site. Absentee, telephone or online bids that do not conform to these increments may be lowered to the next bidding increment as determined by the Auctioneer. Gooding Christie's will attempt to execute absentee bids and any emergency covering bids for telephone bidding and online bids at the lowest price, taking into account reserves and bids from all other parties and determining bid precedence in the event of simultaneous or near-simultaneous bids. Each bidder

also authorizes Gooding Christie's to bid on the bidder's behalf on the Lots specified up to the amount specified by the bidder.

G • CONDUCTING THE SALE

1 • CURRENCY CONVERTER

The saleroom video screens (and Christie's LIVE™) may show bids in other major currencies as an accommodation to bidders. Any conversion is for guidance only and shall not be relied upon by any bidder or Buyer for any purpose, including bidding. Gooding Christie's shall not be liable or responsible for any errors or omissions in connection with such currency conversions or rates, and the bidder accepts and assumes all responsibility and liability for any errors or omissions relating thereto and for calculating any conversion rates. Currency conversion rates may change from the time of bidding to the time of payment. All bids are made in and must be paid in U.S. Dollars.

2 • ESTIMATES

Estimates for the Lots published in any Lot description do not include the Buyer's Premium (as defined below) or any taxes, are only opinions, are prepared well in advance of the Auction, are subject to change, and may be amended either orally or in writing prior to or at the Auction. Estimates should not be relied upon, and each bidder and Buyer hereby agrees not to rely upon any estimate, as fact or a guarantee or prediction of the actual selling price or value of a Lot, and Gooding Christie's shall not have any liability with regard to any estimates under any circumstances.

3 • RESERVES

Unless otherwise specified in the published Lot description or announced at the Auction, the Lots will be offered subject to a reserve, which is the minimum amount that the Seller is willing to accept with regard to the respective Lot. Reserves are confidential and will not exceed the low presale estimate. Gooding Christie's may act to protect the reserve by bidding through the Auctioneer, which may open bidding below the reserve by placing a bid on behalf of the Seller, place bids on behalf of the Seller up to the reserve amount, place bids in response to other bidders or elect to withdraw the Lot from bidding if the opening bid is below the reserve. The Auctioneer shall not be obligated to specifically identify bids placed on behalf of the Seller to protect the reserve nor will the Auctioneer place a bid on behalf of the Seller at or above the reserve. Sellers may not bid on Lots they have consigned to Gooding Christie's without prior announcement at the Auction.

4 • AUCTIONEER'S ROLE/BIDDING DISPUTES

(a) Generally

The Auctioneer has the absolute right and ability to refuse any bid or to split or advance bidding in any increments, regardless of any increment parameters set forth in the published Lot description or otherwise. The Auctioneer makes the final determination about the validity of any bid, any error relating to bidding or any bid (including error by the Auctioneer or Gooding Christie's), or any dispute between bidders, whether bids are made in person, through an agent or representative, by absentee bid, by telephone bid, by online bidding, or by otherwise attending or participating in the Auction. The Auctioneer has the absolute right and ability to choose to continue bidding, refuse a bid, cancel a bid, determine the successful bidder (including in the event of simultaneous or near-simultaneous bids), withdraw a Lot, reoffer a Lot, reopen bidding or restart the bidding, as the case may be, including in the event of concern, error, dispute or doubt with regard to any bid or

bidding. In any dispute, Gooding Christie's records (including the records of Christie's LIVE™, as applicable), in each case whether audio, visual or written, are conclusive.

(b) Buyer's Premium; Taxes

Bid amounts, including the amount of any winning bid or final bid price, do not include the Buyer's Premium (as defined below) or any taxes.

(c) Bids Are Final

Each bid is final, binding, and irrevocable, and bidders may not change, retract or rescind any bid once made.

H • THE BUYER

1 • BINDING CONTRACT

The buyer ("**Buyer**") is the highest bidder acknowledged by the Auctioneer and accepted by Gooding Christie's, subject to the reserve, if any, and the terms of the General Conditions. The fall of the Auctioneer's hammer (the "**Fall of the Hammer**"), marks the acceptance of the Buyer's bid and a contract of purchase and sale is made between the Buyer and Seller. Gooding Christie's is not a party to the contract of purchase and sale and Gooding Christie's shall not be liable or responsible for any breach or default of such contract by either Buyer or Seller. All sales are final.

2 • RISK OF LOSS

Upon the Fall of the Hammer, the Buyer is thereupon responsible for and assumes all risk of loss or damage to such Lot. Gooding Christie's, its employees, officers, directors, agents and representatives shall not be liable for any loss or damage to or any loss or damage caused by any Lot at any time.

I • BUYER'S PREMIUM

In addition to the final bid price, the Buyer is required to pay Gooding Christie's a percentage of the final bid price, which Gooding Christie's retains (the "**Buyer's Premium**"). This Auction will have the following Buyer's Premiums:

(a) For Vehicle Lots (including automobiles and motorcycles)

For a final bid price of \$250,000 and below, Gooding Christie's will receive a Buyer's Premium of 12% of the final bid price; and (b) for a final bid price of above \$250,000, Gooding Christie's will receive a Buyer's Premium of 12% on the first \$250,000 and 10% on the remainder of the final bid price.

(b) For Automobilia Lots

Gooding Christie's will receive a Buyer's Premium of 25% of the final bid price.

J • PAYMENT

1 • PURCHASE PRICE.

The purchase price to be paid by the Buyer is, and the Buyer acknowledges it is responsible for and agrees to timely pay, the sum of the final bid price (the highest bid acknowledged and accepted by the Auctioneer), plus

(a) the Buyer's Premium and (b) all applicable state and local sales and/or use taxes and license fees (such taxes and fees to be determined by Gooding Christie's in its sole discretion) (collectively, the **"Purchase Price"**).

2 • PAYMENT TERMS

Payment of the full Purchase Price and all other amounts due must be received in cleared funds no later than 5:00 p.m. Eastern Time on the third business day following the Auction. Payment must be made in U.S. dollars in accordance with the instructions provided with the Buyer's invoice.

3 • LATE PAYMENT FEES

Gooding Christie's and/or the Seller reserves the right to charge interest to the Buyer of up to a maximum of 18% per annum (or the maximum rate permitted by law if less than 18%) on any portion of the Purchase Price if the Buyer does not make timely payment of the Purchase Price when due under these Conditions of Sale. Such interest shall be calculated from when the Purchase Price (or any part thereof) became due, until it is paid.

4 • OTHER AMOUNTS

In addition, the Buyer acknowledges it is responsible for, and agrees to timely pay, (a) any and all costs and expenses incurred on behalf of the Buyer and/or as a result of the Buyer's failure to timely and fully comply with the General Conditions, including removal, transport and storage costs for the Lot and taxes thereon and (b) all other amounts due and owing pursuant to the General Conditions.

5 • PAYMENT METHOD

All payments must be made by wire transfer, credit or debit card, cash, banker's draft, or check, subject to the conditions provided on the invoice. Gooding Christie's will not accept payment of any portion of the Purchase Price from any party other than the Buyer.

6 • PASSAGE OF TITLE

Title to a Lot does not pass to the Buyer until good and cleared funds in the amount of the full Purchase Price are received by Gooding Christie's.

Gooding Christie's will only accept payment from the registered bidder. The name of the Buyer on the invoice may not be changed or the invoice reissued in a different name following the Auction.

7 • PROMOTIONAL PRICING

Gooding Christie's may offer certain promotional pricing (including waiving certain fees) from time to time that differs from standard rates for registration and the like (**"Promotional Pricing"**), and may discontinue such Promotional Pricing at any time. Such Promotional Pricing is offered in Gooding Christie's sole discretion, and offering Promotional Pricing to one or more individuals on a particular occasion does not constitute a commitment to offer the same Promotional Pricing on any other occasion, or to any other individuals on any particular occasion.

K • COLLECTION, REMOVAL, AND STORAGE

Following the Auction, Buyer must remove all Lots from the Auction site, Gooding Christie's facility or other location as directed by Gooding Christie's (as applicable) at Buyer's risk and expense, no later than 5:00 pm Eastern Time on the second Friday following completion of the Auction. Collection will be available beginning the Tuesday following the Auction, by appointment only. The fee, plus applicable tax, for removal is \$600 per automobile and \$300 per motorcycle. If not removed timely by Buyer, in addition to any and all other remedies and rights Gooding Christie's may have, Gooding Christie's shall have the right (but not the obligation) to remove any Lot at Buyer's sole risk and expense and store it, at Buyer's expense, including removal, storage, transportation and handling expenses and costs and applicable taxes, at a third-party warehouse, and Buyer

hereby grants Gooding Christie's an irrevocable power of attorney to remove and store such Lots at Buyer's expense. Except in Gooding Christie's sole discretion, no Lot shall be released to Buyer until Gooding Christie's has received payment in full, in good, cleared funds, of the Purchase Price for the Lot, and Buyer has fully complied with the General Conditions.

L • ROADWORTHINESS/COMPLIANCE

Except as provided in "Additional Terms for New York Vehicle Auctions" and notwithstanding any oral or written statement or description of any kind regarding any Vehicle, whether by or on behalf of Gooding Christie's or Seller, including in the published Lot description, all Vehicles are sold "as is" and only as collector's items and Vehicles may not be suitable for use on the road. The Buyer of any Vehicle who intends to use the Vehicle on the road is responsible for determining roadworthiness and for complying with all applicable regulations regarding title, registration, insurance, emission control and safety equipment and the Buyer assumes all risk of whether any such Vehicle will or does comply, and neither Gooding Christie's nor Seller shall have any liability or responsibility of any kind for failure to comply by or lack of roadworthiness of any Vehicle.

M • EXPORT AND IMPORT

The Buyer is responsible for determining whether or not an export permit is required to export a Lot and for obtaining and paying the costs of any permits or licenses necessary to export any Lot from the United States or any other country where it is registered and/or import it into any other country, and for the payment of any import duty that may be levied by the country of import. Gooding Christie's makes no representation or warranty of any kind with regard to whether or not any Lot can be exported or imported or the issuance of an export or import permit for any Lot.

1 • LOTS MADE FROM ENDANGERED AND PROTECTED SPECIES

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, whalebone, certain species of coral, Brazilian rosewood, crocodile, alligator and ostrich skins. You should check the relevant customs laws and regulations before bidding on any Lot containing wildlife material if you plan to export the Lot from the country in which the Lot is sold and import it into another country as a license may be required. In some cases, the Lot can only be shipped with an independent scientific confirmation of species and/or age, and you will need to obtain these at your own cost. We will not be obliged to cancel your purchase and refund the purchase price if your Lot may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

2 • LOTS CONTAINING IVORY OR MATERIALS RESEMBLING IVORY

Several countries have imposed restrictions on dealing in elephant ivory, ranging from a total ban on importing African elephant ivory in the United States to importing, exporting and selling under strict measures in other countries. If a Lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) you may be prevented from exporting the Lot from the United States or shipping it between U.S. states without first confirming its species by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that Lot at your own risk and be responsible for any scientific test or other reports required for export from the United States or between U.S. states at your own cost. We will not be obliged to cancel your purchase and refund the purchase price if your Lot may not be exported, imported or shipped between U.S. states, or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of

any applicable laws or regulations relating to interstate shipping, export or import of property containing such protected or regulated material.

N • DATA USE

Gooding Christie's will hold and process your personal information and may share it with other "**Christie's Group**" companies for use as described in, and in accordance with the Christie's Privacy Notices available at christies.com/about-us/contact/privacy and if you are a resident of California you can see a copy of our California Consumer Privacy Act statement at www.christies.com/about-us/contact/ccpa. Christie's Group is Christie's International Plc, its subsidiaries and other companies within its corporate group, including but not limited to Gooding & Company, LLC.

O • COPYRIGHT

Gooding Christie's shall own the copyright in all photographs, videos, illustrations and written descriptions of the Lots created by or for Gooding Christie's. Without limiting the foregoing, Gooding Christie's shall have the right to use, publish, display and reproduce any and all of the foregoing for any purpose and in any media at its discretion at any time in any manner whether before and/or after the Auction, and no bidder or Buyer shall have any right, title or interest to any of the foregoing. Each bidder and Buyer agrees they will not use, reproduce or publish for any purpose any such photographs, videos, illustrations or written descriptions created by or for Gooding Christie's.

P • LIKENESS

Each bidder, Buyer, or other person attending or participating in an Auction or inspection grants all necessary rights to Gooding Christie's and agrees that Gooding Christie's has permission and license to use his or her likeness for television, video, online, social media, still photography and/or any other visual or audio recording, display, transmission, broadcast and/or publication for any and all purposes (including advertising and marketing), worldwide, at any time or times in perpetuity, including concurrent with and/or subsequent to the Auction or inspection, and waives all rights or claims (including residual rights and rights of privacy and publicity) that might arise from use of any attendee's image, voice, picture or likeness for any purpose, including at any future date, under all applicable laws, including common law or by statute.

Q • GOODING CHRISTIE'S RIGHTS

Gooding Christie's reserves the right, in its sole discretion, to (a) withdraw any Lot at any time prior to or at the Auction, (b) postpone or cancel the Auction of any or all of the Lots for any reason, (c) reject or refuse any bid from any party before or during the Auction, (d) revoke any bidder's Paddle or otherwise withdraw Gooding Christie's permission for the bidder to participate in the Auction or use Christie's LIVE™ (e) terminate a registered bidder's bidding account, or (f) rescind or terminate any sale if Gooding Christie's determines in its sole discretion that it cannot complete the transaction for any reason, in which event Gooding Christie's shall refund any payment by Buyer which has not yet been transferred to Seller, as well as any Buyer's Premium paid to Gooding Christie's, and Buyer shall have no further remedy of any kind against Gooding Christie's notwithstanding anything to the contrary in the General Conditions. Each bidder and/or Buyer agrees that Gooding Christie's shall not have any liability whatsoever to any bidder for exercise of any of the foregoing

rights, or for any errors in execution or failure to execute any bid(s), regardless of circumstances or events of any kind.

R • NONCOMPLIANCE OF BUYER/REMEDIES

1 • REMEDIES

If the Buyer or a bidder fails to comply with any of the General Conditions, including if a Buyer or bidder fails to timely pay the full Purchase Price and/or remove a Lot when and as required by these Conditions of Sale, the Buyer or bidder, as the case may be, shall be in breach and default of the General Conditions, and shall be liable to Gooding Christie's, and each bidder and Buyer agree that Gooding Christie's shall be entitled to recover from such Buyer or bidder, as the case may be, any and all damages, costs, expenses, fees (including attorneys' fees) and other amounts suffered and/or incurred by Gooding Christie's as a result of such failure to comply (including any such damages, costs, expenses, fees and other amounts suffered or incurred as a result of suit(s) by the Seller or other third parties). Further, in such event of a failure to comply, Gooding Christie's may, in its sole discretion, at any time and from time to time, in addition to all other available remedies under the General Conditions, at law and otherwise, and without any notice to such Buyer or bidder, take any one or more of the following actions to the fullest extent allowed by law:

(a) hold the defaulting Buyer or bidder, as the case may be, liable for the Purchase Price, all other amounts due under the General Conditions, and all damages, costs and expenses suffered or incurred by Gooding Christie's and/or the Seller as a result of such default and failure to comply, including initiating legal action against the Buyer or bidder, including an action for specific performance;

(b) cancel or rescind the sale;

(c) resell the Lot(s) with or without reserve privately or at public auction, in which case the Buyer or bidder shall be liable for any deficiency between the Purchase Price and other amounts due under the General Conditions (plus all damages, costs, expenses, fees (including attorneys' fees) incurred by Gooding Christie's and/or the Seller as a result of noncompliance and all commissions, premiums and fees applicable to such resales) and the price received upon the resale;

(d) remove or arrange for the removal and storage of the Lot at the sole risk and cost of such defaulting Buyer or bidder;

(e) offset any sums due from Gooding Christie's to the Buyer or bidder against the Purchase Price and all other amounts due and owing by the Buyer or bidder under the General Conditions;

(f) repossess the Lot(s) for which the Purchase Price or any portion thereof is unpaid, and resell such Lot(s) and apply the sale proceeds against amounts owed by such Buyer or bidder under the General Conditions; and/or

(g) take any other action that Gooding Christie's in its sole discretion deems necessary or desirable, including any combination of the foregoing remedies.

2 • SHORT PAYMENTS

If Buyer or bidder has purchased more than one Lot and Gooding Christie's receives less in payment than the total due for all Lots purchased, Gooding Christie's may apply the funds received toward payment of whichever Lot(s) it selects in its sole discretion, regardless of what the Buyer or bidder may or may not direct.

3 • RETENTION OF PROPERTY

If the Buyer or bidder owes money to Gooding Christie's or another Christie's Group company, Gooding Christie's may retain any Lot or other property of the Buyer or bidder in its possession, or in the possession of another Christie's Group company, until all amounts due have been paid in full. The Buyer or bidder will be

responsible for any storage and other costs incurred in connection with the retention of such property. To the extent permitted by applicable law, Gooding Christie's may deal with or sell such property and apply the proceeds against amounts owed, paying any surplus to the Buyer or bidder; the Buyer or bidder remains responsible for any shortfall.

4 • SECURITY INTEREST

By registering to bid or by placing a bid at the Auction, each Buyer and bidder hereby agrees to grant Gooding Christie's, and Gooding Christie's shall be deemed to have, a first priority security interest in, and Gooding Christie's may retain as collateral security for such Buyer's or bidder's obligations to Gooding Christie's, any Lot and any other property in Gooding Christie's possession owned by such Buyer or bidder and any and all proceeds (including proceeds as defined under the Uniform Commercial Code in effect in New York), including insurance proceeds, of any of the foregoing. Gooding Christie's shall have all the rights and remedies provided to a secured party under the UCC and shall be entitled to file one or more financing statements as Gooding Christie's may desire, with regard to any and all such Lots and other personal property, and shall be entitled to sell any such property in Gooding Christie's possession and apply against the Purchase Price and other amounts due and owing by the Buyer or bidder the proceeds from such sale. If Buyer or bidder defaults and Gooding Christie's elects its discretion to pay the Seller a portion of the net proceeds due Seller with regard to the sale of the Lot, Gooding Christie's shall have all the rights and remedies of Seller against the Buyer or bidder, including the right to pursue the Buyer or bidder for all such amounts and any and all other amounts, damages, costs, fees and expenses as may be available under the General Conditions, at law, in equity or otherwise.

S • GOVERNING LAW; JURISDICTION

1 • NEW YORK LAW

The Auction, the General Conditions and the relationship and rights and obligations of the parties shall be governed solely and exclusively by the laws of the state of New York, without regard to such state's choice of law rules and regardless of where the bidder or Buyer is located or received any Auction materials.

2 • BINDING ARBITRATION

Each bidder and Buyer agree that any dispute (including any claim, counterclaim or other action) or controversy arising out of or relating to any of the General Conditions, the Auction or any Lot shall be brought and determined by arbitration in New York, New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The determination of the scope or applicability of this Agreement to arbitrate shall be solely determined by JAMS. Judgment on an award may be entered in any court having jurisdiction. In the event that any party seeks relief under this Agreement in any venue other than through JAMS (including federal or state court), then the complaining party shall pay all of the costs, fees, including attorneys' fees, and expenses of the responding party. Each party shall pay its own proportionate share of arbitrator fees and expenses. The parties waive their right to a jury trial and the right of appeal. In the event that either files any claim against any shareholder, employee, officer, director, member, manager, representative, principal, or agent of the other party, then the parties hereby agree that any such claims shall also be subject to this dispute resolution section. Each bidder and Buyer, by registering to bid at or participating in the Auction (whether in person, through an agent or representative, by absentee bid, by telephone bid, by online bid, or by otherwise attending or participating in the Auction), and any person attending the Auction, hereby submits to the jurisdiction of state and federal courts in New York.

3 • WAIVER OF SERVICE OF PROCESS

Each bidder and Buyer by registering to bid at or participating in the Auction (whether in person, through an agent or representative, by absentee bid, by telephone bid, by online bid, or by otherwise attending or participating in the Auction), and any person attending the Auction, hereby consents to waiver of service of

process pursuant to New York or federal rules of civil procedure, so long as notice is provided in English via Federal Express or similar courier, with copies via facsimile or e-mail.

T • BINDING ON SUCCESSORS

The General Conditions shall be binding on each attendee or participant, as the case may be, in the Auction, and each bidder and Buyer and Gooding Christie's, and their respective agents, heirs, executors, legal representatives, successors and assigns.

U • Limitation on Damages

1 • PRESENTATION OF CLAIMS; EXCLUSION OF CERTAIN LIABILITIES.

BY ATTENDING OR PARTICIPATING IN THE AUCTION WHETHER IN PERSON, THROUGH AN AGENT OR REPRESENTATIVE, BY TELEPHONE BID, ONLINE BID OR ABSENTEE BID, EACH ATTENDEE AT THE AUCTION AND EACH BIDDER AND BUYER AGREES THAT (A) ANY CLAIMS RELATING TO THE AUCTION, SALE OF A LOT OR THE GENERAL CONDITIONS MUST BE FIRST PRESENTED DIRECTLY TO GOODING CHRISTIE'S BEFORE FILING A LEGAL ACTION AND (B) GOODING CHRISTIE'S SHALL NOT HAVE ANY LIABILITY TO ANY ATTENDEE, BIDDER, BUYER OR OTHER PARTY FOR INJURY OR DAMAGE OF ANY KIND RESULTING FROM OR RELATING TO THE NEGLIGENCE OF GOODING CHRISTIE'S OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, ACTIVE OR OTHERWISE, OR RELATING IN ANY WAY TO ANY LOT(S) OR THE AUCTION OR ANY ACT OR OMISSION OF ANY OF THE FOREGOING, UNLESS GOODING CHRISTIE'S OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES ARE GROSSLY NEGLIGENT.

2 • LIABILITY CAP

GOODING CHRISTIE'S SOLE LIABILITY AND DAMAGES, AND EACH ATTENDEE'S, BIDDER'S, BUYER'S AND OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY, IF ANY, AT LAW, UNDER THE GENERAL CONDITIONS AND OTHERWISE AND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION, ANY LOT(S) (INCLUDING ANY INABILITY TO DELIVER POSSESSION OF A LOT TO THE BUYER), THE GENERAL CONDITIONS OR OTHERWISE, ARE IN ALL EVENTS AND CIRCUMSTANCES LIMITED EXCLUSIVELY TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE BUYER'S PREMIUM PAID BY SUCH BUYER TO GOODING CHRISTIE'S WITH REGARD TO SUCH RESPECTIVE LOT, IF ANY, OR ADMITTANCE OR REGISTRATION FEES, IF ANY, PAID TO GOODING CHRISTIE'S BY THE RESPECTIVE BUYER, ATTENDEE OR BIDDER TO ATTEND AND/OR BID AT THE AUCTION, AS THE CASE MAY BE.

3 • NO SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES

THE AMOUNTS PAYABLE BY ANY ATTENDEE, BIDDER OR BUYER ARE NOT SUFFICIENT TO WARRANT GOODING CHRISTIE'S ASSUMING ANY RISK OF DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES TO THE BIDDER, ATTENDEE OR BUYER AS A RESULT OF OR RELATING TO ANY NEGLIGENCE, BREACH OR FAILURE TO PERFORM BY GOODING CHRISTIE'S OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. IN NO EVENT SHALL GOODING CHRISTIE'S OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS, (B) ANY LOST PROFIT, (C) LOSS OF APPRECIATION, (D) LOSS OF SALES OR BUSINESS, (E) LOSS OF OPPORTUNITY, (F) LOSS OF OR DAMAGE TO GOODWILL, OR (G) LOSS OF INVESTMENT, OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE GENERAL CONDITIONS, THE AUCTION OR ANY LOT(S), REGARDLESS OF THE ACTS OR OMISSIONS OR FAULT OF GOODING CHRISTIE'S OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4 • NO LIABILITY FOR REPAIRS, RESTORATION OR REPLACEMENT

NEITHER GOODING CHRISTIE'S NOR THE SELLER SHALL BE RESPONSIBLE OR LIABLE FOR ANY REPAIRS, RESTORATION, REPLACEMENT OF PARTS OR ANY OTHER MATTER, COST OR EXPENSE RELATING TO ANY

LOT, WHETHER BEFORE OR AFTER THE AUCTION, AND BY PARTICIPATING IN THE AUCTION EACH BIDDER AND BUYER EXPRESSLY WAIVES, AND AGREES THAT IT WILL NOT SEEK ANY RECOVERY FROM OR PURSUE ANY CLAIM AGAINST GOODING CHRISTIE'S OR THE SELLER, RELATING TO ANY OF THE FOREGOING, INCLUDING FOR REPAIRS, RESTORATION, OR REPLACEMENT OF PARTS. THIS NOTICE IS A PART OF THE GENERAL CONDITIONS AND IS NOT INTENDED TO LIMIT ANY OF THE OTHER TERMS OF SUCH GENERAL CONDITIONS.

V • "AS IS" – NO WARRANTY

1 • "AS IS – WHERE IS"

EXCEPT AS PROVIDED IN "ADDITIONAL TERMS FOR NEW YORK VEHICLE AUCTIONS," ALL SALES ARE "AS IS – WHERE IS" AND WITH ALL FAULTS. BIDDERS AND BUYERS ARE INVITED AND STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF THE LOTS AND ARE SOLELY RESPONSIBLE FOR INSPECTING THE LOTS PRIOR TO BIDDING, AND SATISFYING THEMSELVES, AS TO THE CONDITION OF THE LOTS AND ALL OTHER MATTERS RELATING TO THE LOTS PRIOR TO BIDDING, INCLUDING ANY DESIRED OR NECESSARY REPAIRS, RESTORATION OR MISSING PARTS.

2 • DISCLAIMER

EXCEPT AS PROVIDED IN "ADDITIONAL TERMS FOR NEW YORK VEHICLE AUCTIONS," NOT WITHSTANDING ANY LOT DESCRIPTION, AUCTION ANNOUNCEMENT, AFFIRMATION, ADVERTISEMENT, PRESS RELEASE, CONDITION REPORT, STATEMENT, ASSURANCE, OR PROMISE (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING CHRISTIE'S OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, AND/OR SELLER, WHENEVER AND HOWEVER MADE, INCLUDING IN THE CATALOGUE, BILL OF SALE, TITLE DOCUMENTS, INVOICE OR OTHER WRITING, ALL SALES ARE MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND NO LOT DESCRIPTION, AUCTION ANNOUNCEMENT, WRITTEN OR VERBAL INFORMATION, DESCRIPTION, POSTING, REFERENCE, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING CHRISTIE'S AND/OR SELLER, WHENEVER AND HOWEVER MADE, IS INTENDED TO BE, OR SHALL BE DEEMED TO BE OR DEEMED TO CREATE, A REPRESENTATION OR WARRANTY OR ASSUMPTION OF ANY LIABILITY BY GOODING CHRISTIE'S OR SELLER. NEITHER GOODING CHRISTIE'S NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO TITLE WITH REGARD TO ANY LOT. FURTHER, REGARDLESS OF ANY ANNOUNCEMENT, STATEMENT, AFFIRMATION OR DESCRIPTION (WHETHER ORAL OR WRITTEN), NEITHER GOODING CHRISTIE'S NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY OR ADEQUACY OF ANY DESCRIPTION (INCLUDING THE LOT DESCRIPTION), PERFORMANCE, ROADWORTHINESS, CONDITION, AUTHENTICITY, QUALITY, PROVENANCE, TITLE, RARITY OR HISTORICAL RELEVANCE WITH REGARD TO ANY LOT OR WHETHER OR NOT ANY LOT COMPLIES WITH ANY FEDERAL, STATE OR FOREIGN LAWS, REGULATIONS OR ORDINANCES OF ANY KIND, NOR DO GOODING CHRISTIE'S OR THE SELLER ACCEPT OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOREGOING. GOODING CHRISTIE'S AND THE SELLER HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, WARRANTY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, VALUE, ESTIMATES, ACCURACY OF INFORMATION OR DESCRIPTION AND ANY WARRANTY OF CONDITION OF THE LOT (INCLUDING AS TO ANY CONDITION REPORT).

3 • ERRORS

NEITHER GOODING CHRISTIE'S NOR THE SELLER SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS AND/OR INACCURACIES IN ANY DESCRIPTION, ANNOUNCEMENT, POSTINGS, STATEMENTS, DOCUMENTS OR MATERIALS, INCLUDING IN ANY PUBLISHED MATERIALS, REGARDLESS OF WHEN MADE. EACH BIDDER AND BUYER ACKNOWLEDGES AND AGREES THAT THEY ARE NOT ENTITLED TO

RELY AND THEY EACH AGREE NOT TO RELY, UPON ANY OF SUCH ORAL OR WRITTEN DESCRIPTIONS, STATEMENTS, ANNOUNCEMENTS, INFORMATION OR MATERIALS OF ANY KIND FOR ANY PURPOSE.

4 • ABSENTEE, TELEPHONE AND ONLINE BIDDING

WHILE GOODING CHRISTIE'S ENDEAVORS TO PROVIDE A SAFE, SECURE, AND FUNCTIONING AUCTION, THERE IS NO GUARANTEE OF THE CONTINUOUS OPERATION OF OR ACCESS TO THE AUCTION OR A BIDDER'S ABILITY TO CONNECT AND NAVIGATE THE AUCTION. BID UPDATE AND OTHER NOTIFICATION FUNCTIONALITY IS SUBJECT TO DELAYS BEYOND GOODING CHRISTIE'S CONTROL AND MAY NOT OCCUR IN REAL TIME. BIDDERS AGREE THAT THEY ARE MAKING USE OF ABSENTEE, TELEPHONE OR ONLINE BIDDING AT THEIR OWN RISK AND THAT SUCH FUNCTIONALITY IS BEING PROVIDED TO BIDDERS ON AN "AS AVAILABLE" AND "AS IS" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, NEITHER GOODING CHRISTIE'S NOR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND IF GOODING CHRISTIE'S ELECTS OR IS UNABLE TO PROVIDE ABSENTEE, TELEPHONE OR ONLINE BIDDING, OR FOR ANY FAILURE TO RECEIVE OR EXECUTE SUCH BIDS FOR ANY REASON WHATSOEVER, INCLUDING ELECTRONIC, SOFTWARE, HARDWARE, TELECOMMUNICATION, INTERNET, CONNECTION, TRANSMISSION OR WI-FI FAILURES, DELAYS, DEFECTS, PROBLEMS OR ERRORS, OR FOR ANY ERRORS OR OMISSIONS IN CONNECTION THEREWITH, AND THE BIDDER ACCEPTS AND ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY ERRORS OR OMISSIONS RELATING THERETO OR FAILURE TO RECEIVE OR EXECUTE (INCLUDING TIMELY EXECUTION THEREOF) ANY BID REGARDLESS OF REASON, NEGLIGENCE OR FAULT. GOODING CHRISTIE'S DOES NOT REPRESENT OR WARRANT THAT ANY AUCTION PLATFORM, INCLUDING THE SITE AND CHRISTIE'S LIVE™, WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. GOODING CHRISTIE'S RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY ASPECT OR FEATURE OF ONLINE BIDDING (INCLUDING ONLINE BIDDING IN ITS ENTIRETY) AT ANY TIME, WITH OR WITHOUT NOTICE. WITHOUT LIMITING THE FOREGOING, GOODING CHRISTIE'S MAY SUSPEND ACCESS TO ONLINE BIDDING TO CARRY OUT SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR ANY REASON OR FOR NO REASON AT ANY TIME.

W • MISCELLANEOUS

Headings are for ease of reference only and may not be used to interpret the substance of the section to which they apply. All uses of the word "including," "include" and "includes" shall not be limiting, and shall be deemed to be followed by "without limitation." If any term, provision, condition or covenant of the General Conditions or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, the remainder of the General Conditions, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be deemed modified to the minimum extent to be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between these Conditions of Sale and any other document constituting a part of the General Conditions, the Conditions of Sale shall prevail unless the other conflicting provision is more strict against the Buyer or bidder. Time is of the essence for bidders' and Buyer's performance under the General Conditions.

Except as otherwise expressly provided herein, no employee, officer, agent, representative or contractor of Gooding Christie's is authorized by Gooding Christie's to modify, waive or contradict any of the General Conditions. No act, omission, statement, promise, assurance or commitment of Gooding Christie's or any of its employees, officers, agents, representatives, or contractors shall be or be deemed to be, or operate as, a waiver or amendment of any of the General Conditions or of any of Gooding Christie's rights and remedies thereunder or constitute a representation or warranty of any kind and shall not have or be of any force or effect. Any statements, terms, conditions, representations or warranties relating to any Lot or the Auction not expressly

set forth in the General Conditions shall not be, or be deemed to be, of any force or effect, regardless of how or when made.

X • ADDITIONAL TERMS FOR NEW YORK VEHICLE AUCTIONS

1 • APPLICATION

This section applies to Vehicle sales at live auctions held in New York, New York and prevails over any inconsistent provision of the General Conditions. No provision of these General Conditions excludes, waives or limits any warranty, certification, right, remedy or obligation that cannot be excluded, waived or limited under applicable New York State or New York City law; those protections apply only to those Vehicles, Buyers and transactions covered by the applicable law. Gooding Christie's delivery of any statutory warranty, notice or form (including any Used Car Lemon Law warranty, Consumer Bill of Rights or contract cancellation option) does not extend that protection to any Vehicle, Buyer or transaction to which the applicable law does not apply.

2 • VEHICLE WARRANTIES

Notwithstanding "As Is" – No Warranty," "Certificate of Title; Registration" or any other provision of these General Conditions, Vehicles sold at live auctions held in New York are not offered or sold on an "as is," "where is" or "with all faults" basis, and the following warranty provisions apply:

(a) Disclaimers of implied or statutory Vehicle warranties do not apply.

(b) Except for warranties, certifications and other obligations that cannot be excluded or waived under applicable law, Gooding Christie's disclaims express representations and express warranties concerning a vehicle's condition, performance, authenticity, provenance, originality, restoration, completeness, description or quality.

(c) Each Vehicle sale includes a warranty that the title or proof of ownership conveyed is good, its transfer is rightful, and the Vehicle will be delivered free from any security interest, lien or encumbrance of which the Buyer had no knowledge at the time of contracting.

(d) Only if required under New York's Used Car Lemon Law, the Buyer is entitled to the statutory used car limited warranty and related notices.

The paragraphs headed "Errors" and "Absentee, Telephone and Online Bidding" under "As Is" – No Warranty" otherwise remain in effect.

3 • VEHICLES AS COLLECTOR'S ITEMS; BUYER USE DECLARATION

Gooding Christie's offers each Vehicle in its Auction as a collector's item only, principally for investment, preservation, collection, exhibition and display, rather than ordinary transportation. Unless the Buyer declares to Gooding Christie's that the Vehicle is being purchased for operation on New York State public highways, each Vehicle is sold for use other than on the public highways of the state of New York, and no dealer roadworthiness certification or New York pre-delivery safety inspection will be provided except as required by applicable law. Lots identified in the catalogue as having been in long-term static storage are sold for display and non-highway use only, regardless of any contrary indication by the Buyer.

At the time and in the manner directed by Gooding Christie's, each Buyer shall designate whether the Vehicle will be registered and used in New York, whether it is intended for operation on New York public highways and whether the purchase is primarily for personal, family or household use, for commercial, investment or institutional use, or for resale. Each Buyer warrants that its declaration is accurate and complete and will provide supporting documentation (including any dealer registration) on request. Gooding Christie's may rely

on any such declaration or claimed exemption. A person bidding on behalf of another person or an Ultimate Buyer shall provide the declaration and information for that person.

4 • POST-SALE PURCHASE PAPERWORK

After Buyer's payment of Purchase Price, Gooding Christie's will issue a bill of sale and any other documents required by applicable New York law, and may withhold delivery of a Vehicle until any required certification and inspection are complete and any cancellation period has ended. Where any of these steps applies under applicable law, the collection deadline under "Collection, Removal, and Storage" is the later of that deadline and 5:00 p.m. Eastern Time on the fifth business day after the last of such steps is complete. Separately, where required under applicable law, the Buyer is entitled to the applicable New York City Consumer Bill of Rights and any required translation, in the form and at the time prescribed by law.

5 • NEW YORK CITY CONTRACT CANCELLATION OPTION

Where required by New York City law, Gooding Christie's offers the Buyer a contract cancellation option, which may be accepted or declined in writing before execution of the bill of sale. The separate option form governs its terms and exercise. Notwithstanding any other provision of these General Conditions, proper exercise within the prescribed deadline cancels the purchase without Buyer default and entitles the Buyer to the refund required by law. Gooding Christie's may retain possession of and title to the Vehicle and defer delivery of the ownership documents while the option remains outstanding, to the extent permitted by applicable law.

6 • STATUTORY PROCEEDINGS

The arbitration and related fee provisions of the General Conditions do not restrict access to any applicable New York Lemon Law arbitration procedure, administrative complaint or proceeding, or judicial application concerning arbitration or provisional relief, as permitted by law. Any consumer arbitration shall be subject to the applicable JAMS Consumer Arbitration Minimum Standards, which shall control in the event of any inconsistency.

EXPLANATION OF SYMBOLS

◌ Gooding Christie's has provided a minimum price guarantee and has a direct financial interest in the Lot. See Important Notices in the Conditions of Sale for further information.

◌ Gooding Christie's has provided a minimum price guarantee and has a direct financial interest in the Lot. Gooding Christie's has financed all or a part of such interest through a third party. Such third parties generally benefit financially if a guaranteed Lot is sold. See the Important Notices in the Conditions of Sale for further information.

⇔ A party has provided Gooding Christie's with a bid to cover all or part of Gooding Christie's financial interest in the Lot and may benefit financially from such bid. See the Important Notices in the Conditions of Sale for further information.

□ A party with a direct or indirect interest in the Lot who may have knowledge of the Lot's reserve or other material information may be bidding on the Lot.

• Lot offered without reserve.

~ Lot incorporates material from endangered species which could result in export restrictions. See the paragraph titled "Export and Import" of the Conditions of Sale for further information.

⌘ Lot incorporates elephant ivory material. See the paragraph titled "Export and Import" of the Conditions of Sale for further information.

□ Lot incorporates material from endangered species which is shown for display purposes only and is not for sale. See the paragraph titled "Export and Import" of the Conditions of Sale for further information.

❖ With the exception of clients resident in Mainland China, payment for a lot marked with the symbol ❖ may be made in a cryptocurrency or cryptocurrencies of our choosing. Payment by cryptocurrency is at our sole discretion and subject to our due diligence process and the Conditions of Sale.

⌘ Please note that this Lot is subject to an import tariff. The amount of the import tariff due is a percentage of the final hammer price plus Buyer's Premium. The Buyer should contact Post Sale Services prior to the sale to determine the estimated amount of this import tariff. If the Buyer instructs Gooding Christie's to arrange shipping of the Lot to a foreign address, the Buyer will not be required to pay an import tariff, but the shipment may be delayed while awaiting approval to export from the local government. If the Buyer instructs Gooding Christie's to arrange the shipment of the Lot to a domestic address, if the Buyer collects the property in person, or if the Buyer arranges their own shipping (whether domestically or internationally), the Buyer will be required to pay the import tariff. For the purpose of calculating sales tax, if applicable, the import tariff will be added to the final hammer price plus Buyer's Premium and sales tax will be collected as per the Buyer's Premium and Payment sections of the Conditions of Sale.

■ See Storage and Collection Page.

Please note that Lots are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a Lot. For the most up to date sale information for a Lot, please see the full Lot description, which can be accessed on the Site.

IMPORTANT NOTICES

◦ **Minimum Price Guarantees**

On occasion, Gooding Christie's has a direct financial interest in the outcome of the sale of certain Lots consigned for sale. This will usually be where Gooding Christie's has guaranteed to the Seller that, whatever the outcome of the Auction, the Seller will receive a minimum sale price for the Lot (a "Minimum Price Guarantee"). Where Gooding Christie's holds such financial interest, it will be disclosed by notice in the applicable Lot description in the online catalogue with the symbol ◦ next to the Lot number or by a sale announcement prior to or during the Auction.

◦♦ **Third Party Guarantees/Irrevocable bids**

Where Gooding Christie's has provided a Minimum Price Guarantee, it is at risk of making a loss, which can be significant if the Lot fails to sell. Gooding Christie's may choose to share that risk with a third party who agrees prior to the Auction to place an irrevocable written bid on the Lot. If there are no other higher bids, the third party commits to buy the Lot at the level of its irrevocable written bid. In doing so, the third party takes on all or part of the risk of the Lot not being sold. Where a Lot is subject to a third-party guarantee arrangement, it will be disclosed by notice in the applicable Lot description in the online catalogue with the symbol ◦♦ next to the Lot number or by a sale announcement prior to or during the Auction.

In most cases, Gooding Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may continue to bid for the Lot above the irrevocable written bid.

Third party guarantors are required by Gooding Christie's to disclose to anyone they are advising their financial interest in any Lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a Lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not they have a financial interest in relation to the Lot.

↔ **Financial Interest/Irrevocable bids**

Where Gooding Christie's has a financial interest in a Lot, Gooding Christie's is at risk of making a loss if the lot fails to sell. As such, Gooding Christie's may share that risk with a third party who agrees, prior to the Auction, to place an irrevocable written bid on the Lot and may receive compensation from Gooding Christie's. Gooding Christie's requires the bidding party to disclose to anyone they are advising of their financial interest in the Lot.

⌘ **Bidding by interested parties**

When a party with a direct or indirect interest in the Lot who may have knowledge of the Lot's reserve or other material information may be bidding on the Lot, we will mark the Lot with this symbol ⌘. This interest can include beneficiaries of an estate that consigned the Lot or a joint owner of a Lot. Any interested party that

successfully bids on a Lot must comply with the Conditions of Sale, including paying the Lot's full Buyer's Premium plus applicable taxes.

Post-catalogue notifications

If Gooding Christie's enters into an arrangement or becomes aware of bidding that would have required a catalogue symbol, we will notify you by updating the Site with the relevant information (time permitting) or otherwise by a pre-sale or pre-lot announcement.

Other Arrangements

Gooding Christie's may enter into other arrangements not involving bids. These include arrangements where Gooding Christie's has advanced money to consignors or prospective purchasers or where Gooding Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the Lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.