

HANTMAN'S CONDITIONS OF SALE

All bidders are responsible for reading and understanding Hantman's Conditions of Sale *as they apply* to the three different May 14th, 2005 auctions: Session I – Pierre August Renoir Personal Artifacts and Archives Collection to be sold as one lot, Session II – Antiques and Decorative Arts, Session III – Asian Ceramics and Decorations.

These Conditions of Sale are Hantman's Auctioneers and Appraisers (Hantman's Associates, Inc., "Hantman's") and the consignors' entire agreement with the purchaser relative to the property listed in the three different sessions offered for sale on May 14, 2005. If you have any questions after having read the Conditions of Sale, please contact Michael Hantman at hantman@hantmans.com or (301) 770-3720. These Conditions of Sale and the contents listed in the three catalogue sessions are subject to amendment by us by the posting of notices or by oral announcements made during the auction. The property will be offered by us as agent for the consignors. Bidders in a Hantman's auction agrees to be bound by the following Conditions of Sale:

- 1. ALL PROPERTY IS SOLD AS IS AND ALL SALES ARE FINAL.** All goods are described to the best of our knowledge; however, neither Hantman's, nor its consignors makes any warranties or representations expressed or implied with respect to such property as to the physical condition, quality, rarity, importance, provenance, medium, period, origin, or estimated value of any lot sold, unless and excepting as provided for in a specific Limited Sale (date) Guarantee published in the sale catalogue. All measurements and weights are approximate. The absence of any reference to the condition of property does not imply perfect or imperfect condition. Except for a specific Limited Sale (date) Guarantee, no statement anywhere, whether oral or written, whether made in the catalogue, advertisement, bill of sale, gallery posting, announcement, or remarks by staff or the auctioneer, shall be considered a warranty, representation, or assumption of liability. Hantman's specifically disclaims any representations or warranties that the property is free of claims of others, that there exists no restrictions to reproduction of the property and that this section shall survive the completion of the transactions contemplated hereunder.
- 2. AUCTION PROPERTY.** All participants in this auction recognize the noteworthy circumstances surrounding many of the items in the Pierre Auguste Renoir Personal Artifacts and Archives Collection offered for sale. [As it pertains to this collection, the Renoir family provenance consists of Pierre Auguste Renoir, Claude Renoir (son) and Paul Renoir (grandson).] Because of the unique characteristics and qualities of these and other historic items, we cannot and do not make any representations and/or warranties concerning the consignors' (sellers') right, title, interest, privilege, and/or representations concerning these items. Accordingly, we expressly disclaim any warranties or representations including, but not limited to, the authenticity, provenance, age, ownership, title, characteristic(s) claimed or any other claim(s) made in connection with these items. We disclaim any knowledge as to the sellers' right to offer such items for sale or ability or right to deliver or perform following the sale. Disputes arising out of the foregoing issues or any other issues concerning the sale or purchase of an item are solely the concern of the Buyer and the Seller. We take no role whatsoever in resolving any such disputes and are not liable for any costs or expenses incurred in or relating to any such dispute, including any attorney's fees, litigation costs or expenses or any other cost or expense associated with any dispute concerning any consigned item.
- 3. REPRESENTATIONS OR WARRANTIES.** All bidders acknowledge and agree that the auction of the items in this sale is made without representations or warranties by Hantman's and further acknowledge that they have been given the opportunity to preview the items offered for sale. All bidders further acknowledge and agree that in bidding on or purchasing any item, they are relying upon their own investigation and not on any information provided by Hantman's, and that they have the proper knowledge and experience to evaluate the merits and the risks relating to the purchase of one or more items, particularly relating to condition.
- 4. INTERNET BIDDERS.** All internet bidders for the Pierre Auguste Renoir Personal Artifacts and Archives Collection, Session I auction, must register with each of the following: (1) eBay Live auctions (www.ebayliveauctions.com), (2) Live Auctioneers (www.liveauctioneers.com) and (3) Hantman's Auctioneers (www.hantmans.com). All internet bidders for Sessions II and III auctions must register with (1) eBay Live auctions (www.ebayliveauctions.com) and (2) Live Auctioneers (www.liveauctioneers.com). ***Internet bidders for Sessions II and III with less than ten eBay Live auction purchases must also register with Hantman's directly.*** Bidders using eBay Live Auctions and Live Auctioneers indemnifies and holds Hantman's and its consignors harmless against any claim arising out of or resulting from your use of the eBay Live Auctions and Live Auctioneers site, including all losses, damages, liabilities, and all fees (including attorney's fees), costs, and expenses incurred in connection with any claim. Under no circumstances, including, but not limited to negligence, shall Hantman's and its consignors be liable for lost profits or any special, incidental, or consequential damages that result from the use of, or the inability to use, this site. Unlike eBay procedures, bidders do not have the right to withdraw a bid once a Hantman's auctioneer accepts it as a winning bid.
- 5. NON-INTERNET BIDDER REGISTRATION.** All non-internet bidders must register with Hantman's directly and submit a completed Bidder Registration Form and a signed Conditions of Sale Form which are available on Hantman's web site.
- 6. TOTAL PURCHASE PRICE.** The total purchase price of any property [Session I, II or III] purchased on eBay Live auctions to be paid by the purchaser is the amount of the successful bid plus a Buyer's Premium. The Buyer's Premium on property purchased on eBay Live Auctions will be in the amount equal to of 22 % of the final bid price. The buyer's premium on property purchased in the sales room, over the telephone or by absentee bid will be 20% of the final bid price. Unless exempt by law, all purchases (including a buyer's premium) are subject to local sales or use tax.
- 7. PAYMENT FOR SESSION I [Pierre Auguste Renoir Personal Artifacts and Archives Collection].** Payment must be made immediately after the auction. Payment must be strictly cash in United States dollars. Cash includes: U.S. currency, bank wire, cashier checks, all subject to reporting requirements. Property cannot be removed and/or shipped until payment has been received and/or cleared.
- 8. PAYMENT FOR SESSIONS II AND III [Antiques and Decorative Arts; Asian Ceramics and Decorations].** Payment must be made immediately after the auction. eBay bidders can pay by Master Card, Visa or PayPal. For easy check out, notify Hantman's of your payment method prior to bidding. Purchases cannot be removed and/or shipped until payment has been received and/or cleared.
- 9. SHIPPING.** Hantman's does *not* pack, ship or insure sold property. Buyers are responsible for prompt payment and shipping of purchased lots immediately following the auction. Names and telephone numbers of local shippers are on Hantman's web site (www.hantmans.com). One local shipper used by many metropolitan Washington D.C. auction houses, interior designers and antiques dealers is Kurtz

Corporation's 'The Packaging Place', Mr. Anthony Kurtz, Proprietor, (tel.) 301-770-5505, (fax) (301) 770-5150, (email) tony@kurtzcorp.com. Hantman's is not responsible for the performance of packers, movers or shippers which is done solely at the buyer's own risk. *It is strongly recommended that potential bidders obtain shipping estimates and make tentative shipping arrangements prior to bidding.*

- 10. PUBLIC INSPECTION.** Property is open to the public for thorough inspection prior to the sale. It is the responsibility of all prospective bidders to inspect the property before bidding to determine their level of interest. If there are any concerns prior to bidding, it is strongly recommended that a local member of the trade be contacted to inspect the property on their behalf.
- 11. RESERVES.** Property may be offered subject to a reserve, a confidential minimum price beneath which the lot will not be sold. The auctioneer may execute a reserve(s) by bidding on behalf of the consignor(s).
- 12. BID REJECTION.** If the auctioneer decides an opening bid is below the value of the lot offered, the auctioneer may reject that bid and withdraw the lot from sale. Similarly, if the auctioneer acknowledges an opening bid and later decides that an advance bid(s) is insufficient, the auctioneer reserves the right to reject the advanced bid(s).
- 13. WITHDRAWN PROPERTY.** We reserve the right to withdraw any property before the sale for any reason.
- 14. ACKNOWLEDGED PURCHASER.** The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of a dispute between bidders, the auctioneer has sole and final discretion to determine the successful bidder, cancel the sale, and/or re-offer and resell the disputed lot. If a dispute arises after the sale, Hantman's sale records will be final. Although, in our discretion, we will execute absentee bids, (including written bids), telephone bids and internet bids as a convenience to clients who are not present auctions, Hantman's is *not* responsible for any errors or omissions in that connection.
- 15. TITLE TRANSFER.** In the state of Maryland, upon the fall of the auctioneer's hammer, title transfers immediately to the highest acknowledged bidder subject to Hantman's Conditions of Sale. Such bidder assumes full risk and responsibility for the lot(s) and for prompt payment of the full purchase price, bidder's premium (22.5%, if purchased over the internet; 20% if purchased in the sales room, on the telephone or by absentee bid) and any applicable local tax (5%) immediately after the auction. Successful bidders are responsible for: (1) notifying Hantman's of their payment method, (2) immediate payment, and (3) collection of their purchase(s) from the auction sales room at The Washington-Rockville Elks Club, 5 Taft Circle, Rockville, MD 20850, (301) 770-3720, according to the Conditions of Sale.
- 16. THIRD PARTIES.** Should a bidder be acting on behalf of another purchaser, it should be known that all bidders are personally and individually responsible for any obligations of the purchaser set for in the Conditions of Sale. Items may be picked up at the auction site on Monday (May 16, 2005) following the auction by the buyer or a pre-arranged buyer-authorized third party (a Pack & Ship firm or agent) after payment has cleared.
- 17. REMOVAL OF PURCHASES.** In that Hantman's does not permanently reside at 5 Taft Court, Rockville, Maryland, 20850, it is essential that purchases are paid for within 48 hours after the auction and arrangements for their removal are completed within the time frame of our stay (Monday, 3:00 pm, May 16, 2005). In the latter situation, purchases remaining with Hantman's after Monday, 3:00 pm, May 16 2005, will be delivered by Hantman's to a shipping company designated by us, The Packaging Place, Rockville, MD, (tel.) 301-770-5505, (fax) 301-770-5150, (email) tony@kurtzcorp.com that will retain the property until payment is received, funds clear and we approve its release to you or your agent, unless prior arrangements are made with Hantman's. You will be obligated for any removal and/or other charges that firm may choose to assess. *It is recommended that prospective bidders obtain shipping estimates and make tentative shipping arrangements prior to the auction.* Property not removed within 75 days from the date of the sale will be considered abandoned and becomes the property of Hantman's Auctioneers. No further telephone, email or written notice will be given by Hantman's. No exceptions.

IN ALL CASES, PURCHASED ITEMS MUST BE REMOVED (BY YOU OR A SHIPPER) NO LATER THAN 3:00 PM, MONDAY, MAY 16, 2005, UNLESS OTHER SPECIFIC ARRANGEMENTS HAVE BEEN MADE IN ADVANCE WITH HANTMAN'S.
- 18. FAILURE TO COMPLY.** Any purchaser who does not comply with these Conditions of Sale shall be in default of this agreement and hereby agrees that Hantman's shall be damaged in the full sum of forty (40%) percent of the amount that was bid at the sale, which shall be considered as liquidated damages and not as a penalty. It is hereby agreed that in the event any payment due under these Conditions of Sale is not paid when due, the bidder authorizes the Clerk or any attorney of any court of record to appear for him and enter judgment by confession for the amount of the liquidated damages as set forth herein, plus court costs and attorney's fees equal to twenty-five (25%) percent of the bid price. In the case of internet bidder's failure to comply, eBay will be notified of their Non-Paying Bidder (NPB) status, if payment has not been received within ten days. In addition to remedies available to us and the consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, we may at our option cancel the sale and resell the property without reserve, and the original purchaser will be liable for any deficiency and added cost.
- 19. LIABILITY.** In no event will our liability to a purchaser exceed the actual purchase price.
- 20. ENTIRE AGREEMENT.** These Conditions of Sale constitute the entire agreement relative to the subject auction between the bidder and Hantman's and may not be amended, changed, modified or altered unless countersigned by an authorized representative of Hantman's.

I ACKNOWLEDGE THAT I HAVE READ HANTMAN'S "CONDITIONS OF SALE" AND UNDERSTAND THAT THEY APPLY TO ANY SUCCESSFUL BID(S) THAT I HAVE SUBMITTED.

SIGNED _____

DATE _____