

BLOCK'S MARBLE AUCTIONS TERMS AND CONDITIONS

Auctioneer and Auction:

1. This auction is presented by Block's Marble Auctions (the "Auctioneer"). The auction is conducted under these Terms and Conditions of Auction and applicable state and local law.

Buyer's Premium:

2. There is a 10% Buyer's Premium for the October 10, 2015 Auction.

Auction Venues:

3. Bids are accepted in-person, online via iCollector.com, email, telephone, or US Mail.

Bidders:

4. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms and Conditions of Auction ("Bidder(s)").
5. All Bidders must meet Auctioneer's qualifications to bid. Any Bidder who is not a customer in good standing of the Auctioneer may be disqualified at Auctioneer's sole option and will not be awarded lots. Such a determination may be made by Auctioneer in its sole and unlimited discretion, at any time prior to, during, or even after the close of the auction.
6. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.
7. Auctioneer reserves the right to exclude any person it deems in its sole opinion is disruptive to the auction or is otherwise commercially unsuitable.

Credit References:

8. All Bidders must meet Auctioneer's qualifications to bid. Any Bidder who is not a customer in good standing of Auctioneer may be disqualified and will not be awarded lots. Auctioneer reserves the right to disqualify any Bidder even after the close of the auction. iCollector.com requires that bids placed through iCollector.com only be made by pre-registered Bidders. Bidders who are not pre-registered with iCollector.com should pre-register at least twenty-four (24) hours before the auction to allow adequate time for processing.

Bidding Options:

9. Bids are accepted in-person, Internet (www.icollector.com), email (blockschip@yahoo.com), telephone (203-209-7076), or mail (Block's Marble Auctions, 10 Twarog Place, Shelton CT 06484 USA). The auction is held live on-site at the Crowne Plaza Cromwell CT on October 10, 2015.

10. The Auctioneer cannot be responsible for your errors in bidding, so carefully check that your bid is entered correctly. When identical mail bids are submitted, preference is given to the first received; Internet bids are evaluated as received first. The decision of the Auctioneer and declaration of the winning Bidder is final. The Auctioneer is not responsible for executing mail bids or email bids received after the published bid closing time; nor is the Auctioneer responsible for proper execution of bids submitted by telephone, mail, e-mail, Internet, or in person once the auction begins. To ensure the greatest accuracy, your written bids include your full name, address, phone number, email address, lot number(s) and bid(s), and be received at the Auctioneer's place of business at least one business day in advance of the auction date. Internet bids may not be withdrawn until your written request is received and acknowledged by Auctioneer; such requests must state the reason, and may constitute grounds for withdrawal of bidding privileges.

Conducting the Auction:

11. Notice of the consignor's liberty to place reserve bids on his lots in the auction is hereby made in accordance with Article 2 of the Uniform Commercial Code. A reserve is an amount below which the lot will not sell. THE CONSIGNOR OF PROPERTY MAY PLACE WRITTEN RESERVE BIDS ON HIS LOTS IN ADVANCE OF THE AUCTION. ON LOTS SUBJECT TO A RESERVE, IF THE LOT DOES NOT MEET THE RESERVE THE CONSIGNOR MAY PAY A REDUCED COMMISSION ON THOSE LOTS. The Auctioneer will not knowingly accept (and reserves the right to reject) live or floor bids from consignors. Any successful bid placed by a consignor on his consigned lot live or on the auction floor, will be considered an unqualified bid, and in such instances the consignor agrees to pay full Buyer's Premium and Seller's Commissions on the lot(s) even if (s)he buys them back.

12. The highest qualified Bidder shall be the buyer. In the event of any dispute between floor Bidders at a Live Sale, the Auctioneer may at his sole discretion put the lot up for auction again. The Auctioneer's decision shall be final and binding upon all Bidders.

13. The Auctioneer reserves the right to refuse to honor any bid or to limit the amount of any bid which, in his sole discretion, is not submitted in "Good Faith," or is not supported by satisfactory credit, references, or otherwise. A bid is considered not made in "Good Faith" when an insolvent or irresponsible person, or a person under the age of eighteen makes it. Regardless of the disclosure of his identity, any bid by a consignor or his agent on a lot consigned by him is deemed to be made in "Good Faith".

14. All items are to be purchased per lot as numerically indicated and no lots will be broken. The Auctioneer reserves the right to withdraw, prior to the close, any lot or lots from the auction. Bids will be accepted in whole dollar amounts only. Bidding increments are:

\$1 to \$50 by \$2

\$50 to \$100 by \$5

\$100 to \$500 by \$10

\$500 to \$1,000	by \$25
\$1,000 to \$2,500	by \$50
\$2,500 to \$5,000	by \$100
\$5,000 to \$10,000	by \$250
\$10,000 to \$25,000	by \$500
\$25,000 and over	by \$1,000

15. No "buy" or "unlimited" bids will be accepted. Bidders will be awarded lots at approximately the increment of the next highest bid. No additional commission is charged for executing bids other than the Buyer's Premium applied to all successful bids. Off-increment bids may be accepted by the Auctioneer at his discretion.

16. Estimates published by the Auctioneer are based upon extensive experience in researching, buying, selling and auctioning marbles, but may not be representative of what similar items have sold for prior to the auction, or will sell for after the auction.

17. Auctioneer reserves the right to rescind the sale in the event of nonpayment, breach of a warranty, disputed ownership, auctioneer's clerical error or omission in exercising bids and reserves, or otherwise.

18. Auctioneer occasionally experiences Internet and/or Server outages during which Bidders cannot participate or place bids. If such outage occurs, Auctioneer may at our discretion reschedule the auction. This policy applies only to widespread outages and not to isolated problems that occur in various parts of the country from time to time.

19. Auctioneer periodically schedules system downtime for maintenance and other purposes; this scheduled downtime is not covered by 18. above.

20. The Auctioneer or affiliates may consign items to be sold in this auction, and may place reserve bids on those items or any other in the auction. The Auctioneer or affiliates expressly reserve the right to modify any such reserve bids on these items or any others at any time prior to the live auction or the online closing based upon data made known to the Auctioneer or its affiliate.

21. The Auctioneer may extend advances, guarantees, or loans to certain consignors, and may extend financing or other credits at varying rates to certain Bidders in the auction.

Payment:

22. All sales are strictly for cash in United States dollars. Cash includes: U.S. currency, bank wire, cashier checks, U.S. Postal money orders and bank money orders, all subject to reporting requirements. All payments must be drawn or payable by a U.S. bank. Foreign postal money orders are not accepted. Credit Card (Visa, Mastercard, Discover only) payments may be accepted at the sole discretion of the

Auctioneer, subject to the following limitations: a) sales are only to the cardholder, b) purchases are shipped to the cardholder's registered and verified address, c) Auctioneer may preapprove the cardholder's credit line, d) a credit card transaction may not be used in conjunction with any other financing or extended terms offered by the Auctioneer, and must transact immediately upon invoice presentation, e) rights of return are governed by these Terms and Conditions, which supersede those conditions promulgated by the card issuer, f) floor Bidders must present their card. Personal or corporate checks may be subject to clearing before delivery of the purchases. Credit card payments incur a 3% surcharge.

23. Payment is due upon closing of the auction session, or upon presentment of an invoice. The Auctioneer reserves the right to void a sale if payment in full of the invoice is not received within 14 days after the close of the auction.

24. Lots delivered in the State of Connecticut, are subject to all applicable state and local taxes, unless appropriate permits are on file with us.

25. In the event that a Bidder's payment is dishonored upon presentment(s), Bidder shall pay the maximum statutory processing fee set by applicable state law.

26. If the auction invoice(s) submitted by the Auctioneer is not paid in full when due, the unpaid balance will bear interest at the highest rate permitted by law from the date of invoice until paid. If the Auctioneer refers the invoice(s) to an attorney for collection, the buyer agrees to pay attorney's fees, court costs, and other collection costs incurred by the Auctioneer.

27. In the event a successful Bidder fails to pay all amounts due, the Auctioneer reserves the right to resell the merchandise, and such Bidder agrees to pay for the reasonable costs of resale, including a 20% seller's commission, and also to pay any difference between the resale price and the price of the previously successful bid.

28. The Auctioneer reserves the right to require payment in full in good funds before delivery of the merchandise to the buyer.

29. The Auctioneer shall have a lien against the merchandise purchased by the buyer to secure payment of the auction invoice. Auctioneer is further granted a lien and the right to retain possession of any other property of the buyer then held by the Auctioneer or its affiliates to secure payment of any auction invoice or any other amounts due the Auctioneer from the buyer. With respect to these lien rights, the Auctioneer shall have all the rights of a secured creditor under Article 9 of the Uniform Commercial Code. In addition, with respect to payment of the auction invoice(s), the buyer waives any and all rights of offset he might otherwise have against the Auctioneer and the consignor of the merchandise included on the invoice.

30. If a Bidder owes Auctioneer or its affiliates on any account, the Auctioneer and its affiliates shall have the right to offset such unpaid account by any credit balance due Bidder, and it may secure by possessory lien any unpaid amount by any of the Bidder's property in their possession.

31. Title shall not pass to the successful Bidder until all invoices are paid in full. It is the responsibility of the buyer to provide adequate insurance coverage for the items once they have been delivered.

Return Policy:

32. The auction is not on approval. There are absolutely no exceptions to this policy. A purchaser, who did not bid in-person, may request Auctioneer to void a sale. Such request for evaluation must be made in writing detailing the alleged error. A Bidder must notify blockschip@yahoo.com in writing of the Bidder's request and such notice must be mailed within three (3) days of the Bidder's receipt of the lot. Any lot that is to be evaluated must be received in our offices within 10 days from the date of auction. AFTER THAT 10-DAY PERIOD, NO LOTS MAY BE RETURNED FOR ANY REASON. Lots returned must in the same condition as sent. No lots purchased by floor Bidders may be returned (including those Bidders acting as agents for others). Late remittance for purchases may be considered just cause to revoke all return privileges.

33. All Bidders who have inspected the lots prior to the auction will not be granted any return privileges.

Delivery:

34. Postage, handling and insurance charges will be added to invoices. The Bidder is responsible for the actual cost of postage and insurance, plus \$3.00 to cover packing materials and labor.

35. Successful overseas Bidders shall provide written shipping instructions, including specified customs declarations, to the Auctioneer for any lots to be delivered outside of the United States.

36. All shipping charges will be borne by the successful Bidder. Any risk of loss during shipment will be borne by the buyer following Auctioneer's delivery of lot to the designated common carrier.

37. Regardless of domestic or foreign shipment, risk of loss shall be borne by the buyer following Auctioneer's delivery to a shipper. Bidder is given the opportunity, on their invoice, to purchase the US Postal Service or common carrier's insurance. All insurance claims are the responsibility of the Bidder.

38. Any claims for undelivered packages must be made to the US Postal Service, or the common carrier, by the Bidder. The Auctioneer's responsibility ends when the lot is presented to the US Postal Service, or common carrier, for delivery, and Delivery Confirmation number or tracking identification number is obtained.

Cataloging:

39. The descriptions provided in any catalogue are intended solely for the use of those Bidders who do not have the opportunity to view the lots prior to bidding.

40. Any description of the lots contained in this auction is for the sole purpose of identifying the items.

41. In the event of a catalogue error, the Auctioneer may, at the Auctioneer's sole discretion, correct the error on the Internet, or, if discovered at a later date, to refund the buyer's money without further obligation. Under no circumstances shall the obligation of the Auctioneer to any Bidder be in excess of the purchase price for any lot in dispute.

Warranties and Disclaimers:

42. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO ANY DESCRIPTION CONTAINED IN THIS AUCTION. Any description of the items contained in this auction is for the sole purpose of identifying the items, and no description of items has been made part of the basis of the bargain or has created any express warranty that the goods would conform to any description made by the Auctioneer.

43. Auctioneer is selling only such right or title to the items being sold as Auctioneer may have by virtue of consignment agreements on the date of auction and disclaims any warranty of title to the items.

44. Auctioneer disclaims any warranty of merchantability or fitness for any particular purposes.

45. Auctioneer disclaims all liability for damages, consequential or otherwise, arising out of or in connection with the sale of any property by Auctioneer to Bidder. No third party may rely on any benefit of these Terms and Conditions and any rights, if any, established hereunder are personal to the Bidder and may not be assigned. Any statement made by the Auctioneer is a statement of opinion and does not constitute a warranty or representation. Any employee of Auctioneer may not alter these Terms and Conditions, and, unless signed by a principal of Auctioneer, any alteration is null and void.

46. All lots are guaranteed genuine, but are not guaranteed as to grade, since grading is a matter of opinion. Grading is an art, not a science, and therefore the opinion rendered by the Auctioneer or any third party grading service may not agree with the opinion of others (including trained experts), and the same expert may not grade the same item with the same grade at two different times. Auctioneer has graded the items, in the Auctioneer's opinion, as follows:

Mint (9.9-9.0). A marble that is in its original condition is identified as Mint. The surface is unmarked and undamaged. There may be some minor rubbing on the surface of the marble as it came from the factory.

Near Mint (8.9-8.0). A marble that has seen minor usage is identified as Near Mint. The marble may have evidence of hit marks, including tiny to small subsurface moons, chips, flakes or bruises. The damage is apparent but does not detract from viewing the marble.

Good (7.9-7.0). A marble that has seen usage is identified as Good. The marble will have numerous hit marks, subsurface moons, chips, flakes or bruises. The core can still be seen clearly, but the marble has seen obvious usage.

Collectible. A marble that has seen significant usage is identified as Collectible. The marble will have moons, chips, flakes and bruises overall. The core is completely obscured in some spots. A Collectible marble has seen obvious extensive usage. It can serve as a collection placeholder until a better example replaces it.

47. Due to changing grading standards over time and to possible mishandling of items by subsequent owners, the Auctioneer reserves the right to grade items differently than the grades shown in the catalogue, should such items be re-consigned to any future auction.

48. The degree of liquidity for antiques and collectibles will vary according to general market conditions and the particular lot involved. For some lots there may be no active market at all at certain points in time.

Release:

49. In consideration of participation in the auction and the placing of a bid, a Bidder expressly releases Auctioneer, its affiliates, the Consignor, or Owner of the Lot from any and all claims, cause of action, chose of action, whether at law or equity or any arbitration or mediation rights existing under the rules of any professional society or affiliation based upon the assigned grade or a derivative theory, breach of warranty express or implied, representation or other matter set forth within these Terms and Conditions of Auction or otherwise, except as specifically declared herein; e.g., authenticity, typographical error, etc., and as to those matters, the rights and privileges conferred therein are strictly construed and is the exclusive remedy. Purchaser by non-compliance to its express terms of a granted remedy, shall waive any claim against Auctioneer.

Dispute Resolution and Arbitration Provision:

50. By placing a bid or otherwise participating in the auction, such person or entity accepts these Terms and Conditions of Auction, and specifically agrees to the alternative dispute resolution provided herein. Arbitration replaces the right to go to court, including the right to a jury trial. If any dispute arises regarding payment, authenticity, grading, description, provenance or any other material pertaining to the auction, the Bidder or the participant in the auction and/or the Auctioneer agree that the dispute shall be submitted, if otherwise mutually unresolved, to unbinding arbitration in accordance with the commercial rules of the American Arbitration Association (A.A.A.). The A.A.A. arbitration shall be conducted under the provisions of the Federal Arbitration Act with locale in East Hartford Connecticut USA. The prevailing party may be awarded his reasonable attorney's fees and costs. An arbitrator's award is enforceable in any court of competent jurisdiction. Any claim made by a Bidder has to be presented within thirty days or it is barred. Any claim as to provenance or authenticity must be first transmitted to Auctioneer by credible and definitive evidence and there is no assurance such presentment that Auctioneer will validate the claim. Authentication is not an exact science and other contrary opinions may not be recognized by Auctioneer. Auctioneer in no event shall be responsible for consequential and incidental damages and the value of any item is determined by its high bid, which is Auctioneer's maximum liability. Provenance and authenticity are not guaranteed by the Auctioneer, but rather are guaranteed by the consignor. Any action or claim shall include the consignor with Auctioneer

acting as interpleader or nominal party. While every effort is made to determine provenance and authenticity, it is up to the Bidder to arrive at that conclusion prior to bidding.

51. In consideration of his participation in or application for the auction, a person or entity (whether the successful Bidder, a Bidder, a purchaser and/or other Auction participant or registrant) agrees, that all disputes in any way relating to, arising under, connected with, or incidental to these Terms and Conditions and his purchases or default in payment thereof shall be arbitrated pursuant to the arbitration provision. In the event that any matter including actions to compel arbitration, construe the agreement, actions in aid or arbitration or otherwise needs to be litigated, such litigation shall be exclusively in the Courts of the State of Connecticut, in Derby Connecticut, and if necessary the corresponding appellate courts. The successful Bidder, purchaser, or Auction participant also expressly submits himself to the personal jurisdiction of the State of Connecticut.

Miscellaneous:

52. Agreements between Bidders and consignors to effectuate a non-sale of an item at auction, inhibit bidding on a consigned item to enter into a private sale agreement for an item, or to utilize the Auctioneer's auction to obtain sales for non-selling consigned items subsequent to the auction are strictly prohibited. If a subsequent sale of a previously consigned item occurs in violation of this provision, Auctioneer reserves the right to charge Bidder the applicable Buyer's Premium and consignor a Seller's Commission as determined for each auction venue and by the terms of the seller's agreement.

Acceptance of these terms and conditions qualifies Bidder as a Block's Marble Auctions customer who has consented to be contacted by Block's Marble Auctions in the future. In conformity with "do-not-call" regulations promulgated by the Federal or State regulatory agencies, participation by the Bidder is affirmative consent to being contacted at the phone number shown in his application and this consent shall remain in effect until it is revoked in writing. Block's Marble Auctions may from time to time contact Bidder concerning sale, purchase and auction opportunities available through Block's Marble Auctions and its affiliates and subsidiaries.