CONDITIONS OF SALE for Whiskies (NY)

The following Conditions of Sale, as amended by any published or posted notices or verbal announcements during the sale, constitute the entire terms and conditions on which property listed in the catalog shall be offered for sale or sold by Bonhams & Butterfields Auctioneers Corp. ("Bonhams"), Bedford Wine Merchants Corp. ("Bedford"), and any consignor of such property for whom Bonhams and Bedford act as agent. As used herein, "we" and "us" refer to Bonhams and/or Bedford, as applicable.

1. Bidders and purchasers must be at least 21 years of age to participate in the auction and have the legal authority to buy, receive and possess the alcoholic beverage lots offered in the catalog. Each winning bidder shall present satisfactory legal documentation that he or she is at least 21 years of age. In the case of a purchaser that is a corporation, partnership or similar entity, the person receiving the purchased lots on its behalf must meet the foregoing requirements.

2. Unless otherwise noted, all whiskies are of general good appearance (good appearance means a standard level of fill, given the age) and have a clean, intact label, a cork that appears to be sound and no evidence of leaking. Purchasers of older bottles must make appropriate allowances for natural variation of ullages and conditions. Except as expressly stated below in the section entitled "Limited Right of Rescission," no whisky lot returns will be accepted.

3. Solely for the convenience of bidders, a currency converter may be provided at the auction. The rates quoted for conversion of other currencies to U.S. dollars are indications only and should not be relied upon by a bidder, and Bonhams, Bedford and their respective agents shall not be responsible for any errors or omissions in the currency converter.

4. As used herein, the term "bid price" means the price at which a lot is successfully knocked down to the purchaser. The term "purchase price" means the aggregate of (a) the bid price, (b) a PREMIUM retained by us and payable by the purchaser EQUAL TO 19% OF THE BID PRICE, and (c) unless the purchaser is exempt by law from the payment thereof, any New York or other applicable state or local sales tax (or compensating use tax) and other applicable taxes.

5. On the fall of the auctioneer's hammer, the highest bidder shall have

purchased the offered lot in accordance and subject to compliance with all of the conditions set forth herein and (a) assumes full risk and responsibility therefor, (b) if requested will sign a confirmation of purchase, and (c) will pay the purchase price in full or such part as we may require for all lots purchased. No lot may be transferred. Any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be jointly and severally liable with the principal under any contract resulting from the acceptance of a bid.

Unless otherwise agreed, payment in good funds is due and payable within five (5) business days following the auction sale. Whenever the purchaser pays only a part of the total purchase price for one or more lots purchased, we may apply such payments, in our sole discretion, to the lot or lots we choose. Payment will not be deemed made in full until we have collected good funds for all amounts due.

Payment for purchases may be made in or by (a) cash, (b) cashier's check or money order, (c) personal check with approved credit drawn on a U.S. bank, (d) wire transfer or other immediate bank transfer, or (e) American Express charge card or Visa, MasterCard or Discover credit or debit card. A processing fee will be assessed on any returned checks. Please note that the amount of cash notes and cash equivalents that can be accepted from a given purchaser may be limited.

To the fullest extent permitted by applicable law: The purchaser grants us a security interest in the property, and we may retain as collateral security for the purchaser's obligations to us, any property and all monies held or received by us for the account of the purchaser, in our possession. We also retain all rights of a secured party under the California Commercial Code. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to all other remedies available to us and the consignor by law, we may at our election: (a) hold the purchaser liable for the full purchase price and any late charges, collection costs, attorneys' fees and costs, expenses and incidental damages incurred by us or the consignor arising out of the purchaser's breach; (b) cancel the sale, retaining as liquidated damages all payments made by the purchaser; and/or (c) cancel the sale and/or resell the purchased property, at public auction and/or by private sale, and in such event the purchaser shall be liable for the payment of all consequential damages, including any deficiencies or monetary losses, and all costs and expenses of such sale or sales, our commissions at our standard rates, all other charges due hereunder, all late charges, collection

costs, attorneys' fees and costs, expenses and incidental damages. In addition, where two or more amounts are owed in respect of different transactions by the purchaser to us, to Bonhams 1793 Limited and/or to any of our other affiliates, subsidiaries or parent companies worldwide within the Bonhams Group, we reserve the right to apply any monies paid in respect of a transaction to discharge any amount owed by the purchaser. If all fees, commissions, premiums, bid prices and other sums due to us from the purchaser are not paid promptly as provided in these Conditions of Sale, we reserve the right to impose a finance charge equal to 1.5% per month (or, if lower, the maximum nonusurious rate of interest permitted by applicable law), on all amounts due to us beginning on the 31st day following the sale until payment is received, in addition to other remedies available to us by law.

6. We reserve the right to withdraw any property and to divide and combine lots at any time before such property's auction. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalog and no lots shall be divided or combined for sale.

7. The auctioneer reserves the right to reject a bid from any bidder, to split any bidding increment, and to advance the bidding in any manner the auctioneer may decide. In the event of any dispute between bidders, or in the event the auctioneer doubts the validity of any bid, the auctioneer shall have sole and final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, the auctioneer's sales records shall be conclusive in all respects.

8. If we are prevented by fire, theft or any other reason whatsoever from delivering any property to the purchaser or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid therefor by the purchaser and shall in no event include any compensatory, incidental or consequential damages.

9. If a lot is offered subject to a reserve, we may implement such reserve by bidding on behalf of the consignor, whether by opening bidding or continuing bidding in response to other bidders until reaching the reserve. If we have an interest in an offered lot and the proceeds therefrom other than our commissions, we may bid therefor to protect such interest. CONSIGNORS ARE NOT ALLOWED TO BID ON THEIR OWN ITEMS.

10. All statements contained in the catalog or in any bill of sale, condition

report, invoice or elsewhere as to authorship, period, culture, source, origin, measurement, quality, rarity, provenance, importance, exhibition and literature of historical relevance, or physical condition ARE QUALIFIED STATEMENTS OF OPINION AND NOT REPRESENTATIONS OR WARRANTIES. No employee or agent of Bonhams or Bedford is authorized to make on such party's behalf or on that of the consignor any representation or warranty, oral or written, with respect to any property.

11. All purchased property shall be removed from the designated premises by the date(s) and time(s) set forth in the "Buyer's Guide" portion of the catalog or as otherwise set forth in the catalog. If not so removed, a storage fee per day will be payable to us by the purchaser, and we may thereafter transfer such property to an offsite warehouse for the purchaser's account at the purchaser's risk and expense. Accounts must be settled in full before property will be released.

Packing and handling of purchased lots are the sole responsibility of the purchaser. Purchaser will bear the cost and risk of any packing, pick-up, shipping, insurance and any applicable taxes thereon. Bonhams and Bedford assume no liability for assisting with any customer's packing, shipping or insurance arrangements. Bonhams, Bedford and the consignors will not be liable for any acts or omissions of any third party packers or carriers, whether or not recommended by us. Such packers or carriers may carry their own insurance and any claim for lost or damaged property should be addressed directly to them.

Bonhams and Bedford make no representations as to the legal rights of anyone to ship or import alcoholic beverages into or within any state or jurisdiction. Purchasers are required to comply with their respective states' or jurisdictions' regulations regarding the importation, exportation and shipment of alcoholic beverages, and purchasers are solely responsible for the importation, exportation and shipment of alcoholic beverage products purchased. All alcoholic beverage property, however shipped or received, requires the recipient to be in possession of photo identification confirming that he or she is 21 years of age or older. In addition, many jurisdictions prohibit the importation, or limit the quantity, of alcoholic beverages entering such jurisdiction, and some jurisdictions require the purchaser, seller and/or shipper to obtain certain permits or licenses prior thereto. It is the purchaser's sole responsibility to determine whether any such restrictions, limitations or prohibitions are applicable prior to bidding and to obtain any required permits or licenses, and any delay in obtaining or the

denial of any such permit or license shall not serve as the basis for any cancellation or rescission of any purchase made hereunder or any delay in making full payment for the purchase when due.

12. The copyright in the text of the catalog and the photographs, digital images and illustrations of lots in the catalog belong to Bonhams, Bedford and/or their respective licensors. The purchaser shall not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without our prior written consent.

13. These Conditions of Sale shall bind the successors and assigns of all bidders and purchasers and inure to the benefit of Bonhams' and Bedford's successors and assigns. No waiver, amendment or modification of the terms hereof (other than published or posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by us. If any part of these Conditions of Sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

14. These Conditions of Sale and the purchaser's and our respective rights and obligations hereunder are governed by the laws of the State of California (without giving effect to any choice- or conflict-of-laws rule that would cause the application of the laws of any jurisdiction other than the State of California), subject to applicable local laws governing the sale of alcoholic beverages in the state in which the auction takes place. By bidding at an auction, each purchaser and bidder agrees to be bound by these Conditions of Sale. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, brought by or against Bonhams and/or Bedford (but not including claims brought against the consignor by the purchaser of lots consigned hereunder) shall be resolved by the procedures set forth below.

Mediation and Arbitration Procedures

(a) Within 30 days of written notice that there is a dispute, the parties or their authorized and empowered representatives shall meet by telephone and/or in person to mediate their differences. If the parties agree, a mutually acceptable mediator shall be selected and the parties will equally share such mediator's fees. The mediator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling mediations. Any communications made during the mediation process shall not be admissible in any subsequent arbitration, mediation or judicial proceeding. All proceedings and any resolutions

thereof shall be confidential, and the terms governing arbitration set forth in paragraph (c) below shall govern.

(b) If mediation does not resolve all disputes between the parties, or in any event no longer than 60 days after receipt of the written notice of dispute referred to above, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator. Such arbitrator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling arbitrations. Such arbitrator shall make all appropriate disclosures required by law. The arbitrator shall be drawn from a panel of a national arbitration service agreed to by the parties, and shall be selected as follows: (i) If the national arbitration service has specific rules or procedures, those rules or procedures shall be followed; (ii) If the national arbitration service does not have rules or procedures for the selection of an arbitrator, the arbitrator shall be an individual jointly agreed to by the parties. If the parties cannot agree on a national arbitration service, the arbitration shall be conducted by the American Arbitration Association, and the arbitrator shall be selected in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be in writing and shall set forth findings of fact and legal conclusions.

(c) Unless otherwise agreed to by the parties or provided by the published rules of the national arbitration service:
(i) the arbitration shall occur within 60 days following the selection of the arbitrator;
(ii) the arbitration shall be conducted in New York City, New York; and
(iii) discovery and the procedure for the arbitration shall be as follows:
(A) All arbitration proceedings shall be confidential;
(B) The parties shall submit written briefs to the arbitrator no later than 15 days before the arbitration commences;
(C) Discovery, if any, shall be limited as follows: (I) Requests for no more than 10 categories of documents, to be provided to the requesting party within 14 days of written request therefor; (II) No more than two (2) depositions per party, provided however, the deposition(s) are to be completed within one (1) day; (III) Compliance with the above shall be enforced by the arbitrator in accordance with California law;
(D) Each party shall have no longer than eight (8) hours to present its position. The entire hearing before the arbitrator shall not take longer than three (3) consecutive days;
(E) The award shall be made in writing no more than 30 days following the end of the proceeding. Judgment upon the award rendered by the

arbitrator may be entered by any court having jurisdiction thereof.
To the fullest extent permitted by law, and except as required by applicable arbitration rules, each party shall bear its own attorneys' fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitrator.

Limited Right of Rescission for Whisky Lots

If within 21 days after the date of the auction sale the original purchaser (a) delivers written notice alleging that a whisky lot is short or ullaged or is materially out of condition (other than as described in the catalog) or that the identification of such lot as set forth in the **BOLD TYPE** heading of the catalog description of such lot (as amended by any saleroom notices or verbal announcements during the sale) is not substantially correct based on a fair reading of the catalog (including the terms of any glossary contained therein), and (b) within 10 days after such notice returns the lot to the original selling location in the same condition as at the time of sale, and (c) establishes the allegation in the notice to our satisfaction (including by providing one or more written opinions by recognized experts in the field, as we may reasonably require), then the sale of such lot will be rescinded and, unless we have already paid to the consignor monies owed him in connection with the sale, the original purchase price will be refunded.

If, prior to receiving such notice from the original purchaser alleging such defect, we have paid the consignor monies owed him in connection with the sale, we shall pay the original purchaser the amount of our commissions, any other sale proceeds to which we are entitled and applicable taxes received from the purchaser on the sale and make demand on the consignor to pay the balance of the original purchase price to the original purchaser. Should the consignor fail to pay such amount promptly, we may disclose the identity of the consignor and assign to the original purchaser our rights against the consignor with respect to the lot the sale of which is sought to be rescinded. Upon such disclosure and assignment, any liability of Bonhams and Bedford as consignor's agents with respect to said lot shall automatically terminate.

The foregoing limited right of rescission is available to the original purchaser only and may not be assigned to or relied upon by any subsequent transferee of the property sold. The purchaser hereby accepts the benefit of the consignor's warranty of title and any other representations and warranties made by the consignor for the purchaser's benefit. Nothing in this section shall be construed as an admission by us of any representation of

fact, express or implied, obligation or responsibility with respect to any lot. THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST BONHAMS AND BEDFORD FOR ANY REASON WHATSOEVER IS THE LIMITED RIGHT OF RESCISSION DESCRIBED IN THIS SECTION.

Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALL PROPERTY IS SOLD "AS IS," AND BONHAMS, BEDFORD AND THE CONSIGNOR DO NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, FITNESS OR CONDITION OF THE PROPERTY OR AS TO THE CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR PERIOD OF THE PROPERTY OR AS TO WHETHER THE PURCHASER ACQUIRES ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD. THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS OR BEDFORD BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.