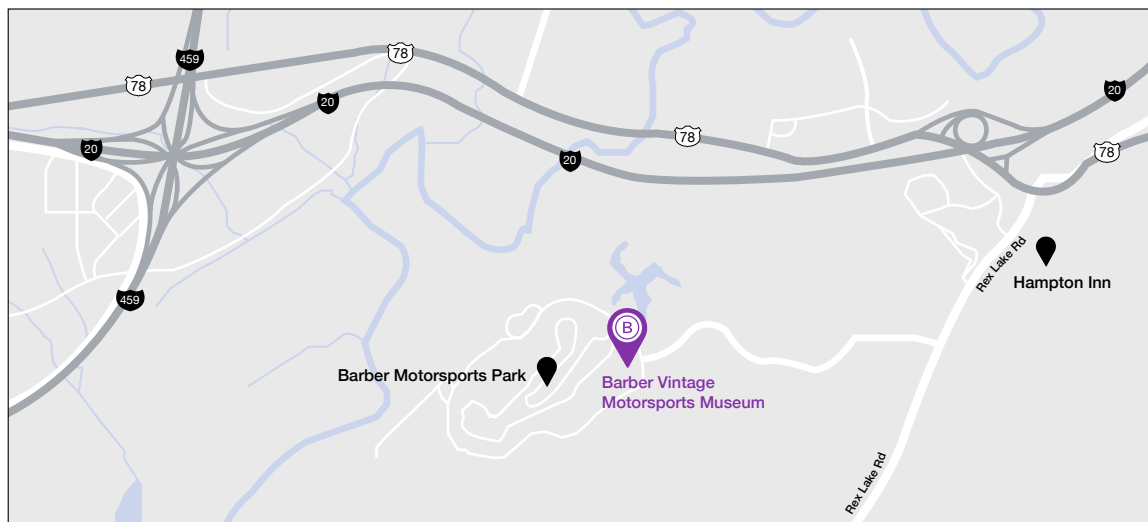


# General Information



**Barber Vintage Motorsports Museum - 6030 Barber Motorsports Pkwy, Leeds, Alabama 35094**

## PREVIEW

The Collectors' Motorcycles and Motorcars preview is open to the public at the Barber Vintage Motorsports Museum in Leeds, Alabama. Some lots will be shown by appointment at several regional venues listed below. Clients who have already received their auction catalog, may enter the Barber Museum free of charge to attend Bonhams' preview. Guests who do not yet have a catalog can purchase a Museum entry ticket to proceed to Bonhams' preview. Catalogs will not be sold at the Museum entrance but will be available for purchase within Bonhams' preview. Catalogs can be purchased in advance of the preview in time for mailing by contacting Client Services.

Bonhams strongly encourages interested bidders to attend a preview or to schedule a virtual preview appointment with a specialist. Please contact Gordan Mandich for inquiries and scheduling: +1 (323) 436 5412 or [gordan.mandich@bonhams.com](mailto:gordan.mandich@bonhams.com).

### Philadelphia, Pennsylvania Preview

Friday October 9, 10am to 5pm  
Saturday October 10, 10am to 12pm  
Simeone Foundation Automotive Museum  
6825-31 Norwitch Drive, Philadelphia, PA 19153  
Lots on View in PA: 107, 114, 115, 119, 121, 149

### Toronto, Ontario Preview by Appointment

Friday October 9, 10am to 6pm  
Saturday October 10, 9am to 2pm  
Lots on View in Toronto: 130, 151-153, 161, 164, 165, 167, 170, 174-176

### Los Angeles Preview by Appointment

Bonhams at 7601 W. Sunset Blvd, LA, CA 90046  
Lots on View in LA: 132, 138-141, 154, 156, 157

### Houston Preview by Appointment

Lots on View in Houston: 180, 181, 182

## AUCTION

The live and online Collectors' Motorcycles and Motorcars Auction will be streamed live to the Barber Museum where registered bidders can view and bid in person. Bidder attendance will be subject to Alabama COVID-19 guidelines in effect on October 10, 2020.

## COVID-19 REQUIREMENTS

In accordance with government guidelines, masks are required at all preview locations and at the auction location. Bonhams will have protective masks, hand sanitizer and gloves available for client use. Social distancing guidelines will also be followed.

## BIDDER REGISTRATION

Registration for online, telephone and absentee bidders is complimentary. For clients registering to bid in person at the Barber Museum, a \$40 registration fee applies to new registrants.

Our Client Services team is available to assist prospective buyers with the registration process in advance of the auction. All registration requirements must be met and documentation provided timely prior to the auction in order for bidding to be authorized with an assigned bidder number. Registration requirements include completing our Registration Form, providing a current driver's license or passport identification, a secondary article with matching name, proof of residence and dealer license if applicable.

By registering to bid at auction, registrants agree to be bound by Bonhams' Conditions of Sale provided in the back of the auction catalog and online on Bonhams' website.

## BIDDING METHODS

**In Person Bidding:** Registered bidders can bid in person at the Barber Museum while following current COVID-19 guidelines.

**Online Bidding:** Watch the auction online and submit real time bids. Advance registration is required. Please see the Legend on Page 3 for additional information.

**Telephone Bidding:** Bid via telephone during the auction with a Bonhams representative. To ensure availability, telephone bids must be arranged prior to the auction. Bonhams will phone the bidder several lots in advance and will execute bids upon instruction by the bidder.

**Absentee Bidding:** Bidders may submit an absentee bid, also called a commission bid, which is the bidder's maximum bid for a lot. After an Absentee Bid Form is completed in advance of the auction, a Bonhams' representative will execute the bid on behalf of the client, buying the lot either under or at the maximum bid and against other bidding and reserves.

To reach our Client Services Department for more information and for registration, please call +1 (212) 644 9001 or email [bids.us@bonhams.com](mailto:bids.us@bonhams.com). To view the auction live, please go to [www.bonhams.com/barber/live](http://www.bonhams.com/barber/live).

## VIDEO RECORDING

Bonhams routinely records our live auction audience. Your presence on site and/or bidding activity may be captured on our internal video which is not shared with the public. If you do not wish to be recorded, please speak to a Client Service representative to arrange a different method of bidding.

# Buyer Information

## CONDITIONS OF SALE: DISCLAIMER OF WARRANTIES

We recommend you read carefully the Conditions of Sale printed in this catalog, including in particular the AS-IS Disclaimer of Warranties and Limitation of Liability provisions, as they set forth the terms and conditions on which Bonhams will offer and sell the motor vehicles and other property in this auction and govern the rights and obligations of the parties.

Bonhams strongly encourages interested bidders to perform their own due diligence inspecting lots on offer by attending a preview or by scheduling a virtual preview appointment with a specialist. Please contact Gordan Mandich for inquiries and scheduling: +1 (323) 436 5412 or [gordan.mandich@bonhams.com](mailto:gordan.mandich@bonhams.com).

## AUCTIONEER

Malcolm Barber of Bonhams, working in conjunction with Birmingham Auto Auction, Alabama vehicle dealer license number 0954

## TITLE DOCUMENTS

Some of the motor vehicles in this auction are being offered with a Bill of Sale only. Please refer to the Conditions of Sale for further information and limitations regarding certificates of title and the registrability of motor vehicles offered at auction.

For registrable vehicles, following the auction, historical documents and accompanying items may ship with the vehicle or from Bonhams' offices. Titles will be mailed via FedEx from our Los Angeles office within 30 days. Titles that are announced as 'in transit' at the time of auction may take additional time. For inquiries and updates, please contact Bonhams' Dealership and Compliance Manager, Aleksandra Krypciak, +1 (415) 503 3322, [aleksandra.krypciak@bonhams.com](mailto:aleksandra.krypciak@bonhams.com).

## BUYER'S PREMIUM

The final bid (hammer) price of each lot will be subject to a buyer's premium.

- For MEMORABILIA and other non-motor vehicle property, the premium is 27.5% on the first \$3,000 of the hammer price, 25% on the amount above \$3,000 up to and including \$400,000, 20% on the amount above \$400,000 up to and including \$4,000,000, and 13.9% of any amount which exceeds \$4,000,000.
- For MOTORCYCLE property the premium is 15% on the first \$100,000 of the hammer price and 10% on any amount of the hammer price exceeding \$100,000.
- For MOTORCAR property the premium is 12% on the first \$250,000 of the hammer price and 10% on any amount of the hammer price exceeding \$250,000.

## TAXES AND LICENSE FEES

Buyers are required to pay any applicable state or local sales or use tax, import duty (see Legend below) and/or license and documentation fees on their purchases, as the case may be. The amount of any such sales or use tax, duty and/or fees to be collected by Bonhams from the buyer will be determined by Bonhams in its sole discretion and are additional to the final bid price and buyer's premium. Exemptions from taxes, duties or fees will be subject to the timely receipt of documentation acceptable to Bonhams as determined in its sole discretion.

In order to be exempt from these states' sales tax (and license and documentation fees, as applicable), the buyer must hold both a valid resale certificate and be a licensed automobile dealer in the applicable state and furnish documentation of the same to Bonhams prior to or at the time of purchase.

Purchased lots picked up by an ICC licensed carrier and shipped directly to any of the following states will be subject to applicable sales and/or use taxes of such jurisdiction, unless exempted by law: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Virginia, Washington DC, Washington State, West Virginia, Wisconsin and Wyoming.

In order to be exempt from these states' sales tax (and license and documentation fees, as applicable), the buyer must hold both a valid resale certificate and be a licensed automobile dealer in the applicable state, and furnish documentation of the same to Bonhams' Cashier Department prior to or at the time of purchase.

## LEGEND

### Ω Import Duty:

Motor vehicle import duty calculated at 2.5% of the import value and associated import fees are payable by the buyer on all lots marked with an Omega symbol Ω. If the purchased lot is exported within certain criteria, the duty may be refundable.

### ◇ Not Available for Online Bidding:

Lots with this symbol are not available for online bidding. Please speak to Client Services about an alternative bidding method.

# Buyer Information

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## **PAYMENT AND LOT COLLECTION DETAILS**

### **Payment and Lot Collection Deadlines:**

Lots located at the Barber Museum, AL:  
3pm on Sunday, October 11, 2020  
Cashiering Hours: Saturday October 10,  
during and after the auction  
Sunday October 11, 8.30am to 3pm

Lots located at the Simeone Museum, PA:  
3pm on Monday, October 12, 2020  
Cashiering Hours: Saturday October 10,  
during and after the auction  
Sunday October 11, 9am to 5pm  
Monday October 12, 8.30am to 3pm

For lots located in Toronto, Houston and Los Angeles, please speak with Client Services for payment and lot collection plans.

For buyers who plan to collect their purchases immediately, Bonhams strongly recommends paying by wire transfer or certified check (bank draft). Credit cards are accepted for payments of \$5,000 or less. Lots will not be released to buyers until full and final payment is received by Bonhams. Payment made by personal or business check may result in property not being released until purchase funds clear our bank. Bidders may also pre-arrange suitable check or credit approval with Client Services.

For payments made by bank transfer, Bonhams' bank details are below. Please include your client identification number on the wire transfer instructions.

City National Bank  
Federal Routing #1220-16066  
150 California Street  
San Francisco, CA 94111  
Account #432742997, Swift Code: CINAUS6L

For motor vehicles, if no lot collection arrangements are made by the deadlines, Schumacher or Passport Transport will automatically collect and store the lot(s). Uplift and storage shall be at the buyer's sole risk and expense. Motor vehicle removal and storage charges will be charged by the Transporters according to their standard rates and ultimate destination of the vehicle(s). For applicable charges, please consult with the Transporters in advance of purchase.

Uncollected memorabilia lots will be removed to Bonhams' Los Angeles office for shipping or collection by the buyer or the buyer's authorized agent. Bonhams Shipping Department can provide shipping quotes at +1 (323) 436 5453. Lots transporting to Los Angeles will not be available for collection after 3pm on Sunday October 11 until Monday October 19 at 9am. Lots transported to Bonhams' LA are subject to a \$50 uplift charge and are subject to a \$10 per day storage fee per lot beginning on Monday October 26, 2020.

Purchased lots become the buyer's risk once the hammer falls. Storage, collection and uplift for paid and unpaid lot removal is at the buyer's sole risk and expense. Overseas buyers are strongly advised to make collection arrangements with Bonhams in advance of the auction.

Buyers may have an authorized agent collect their purchases according to the collection deadline. It is the buyer's responsibility to ensure that their designated agent has the auction venue details, bill of lading showing where the lot will be transported and proof of the buyer authorization for collection of the lot(s). Bonhams will release the lot only once all payment requirements have been met including payment of taxes and any applicable fees. Buyers and/or their agent are responsible for collecting all available parts, logbooks, title, keys and any other accompanying documents.

### **Transport Arrangements**

Representatives of Bonhams' preferred carriers are available to provide shipping quotes and transport information.

Schumacher Cargo Logistics (USA)  
International and Domestic Motorcycle  
Transport  
Contact: Warren Barnes  
+1 (310) 626 7117  
warren@sclusa.com

Shippio Ltd (Europe)  
Car & Motorcycle Shipping (International)  
Contact: Giles Ernsting  
+44 (0)1604 419 815  
giles@shippio.com, www.shippio.com

# Auction Registration Form

(Attendee Absentee Online Telephone Bidding )

Please circle your bidding method above.

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## Paddle number (for office use only)

**General Notice:** This sale will be conducted in accordance with Bonhams Conditions of Sale, and your bidding and buying at the sale will be governed by such terms and conditions. Please read the Conditions of Sale in conjunction with the General and Buyer Information relating to this sale and other published notices and terms relating to bidding.

Payment by personal or business check may result in your property not being released until purchase funds clear our bank. Checks must be drawn on a U.S. bank.

**Notice to Absentee Bidders:** In the table below, please provide details of the lots on which you wish to place bids at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the General and Buyer Information in the catalog for further information relating to instructions to Bonhams to execute absentee bids on your behalf. Bonhams will endeavor to execute bids on your behalf but will not be liable for any errors or non-executed bids.

**Notice to First Time Bidders:** New clients are requested to provide photographic proof of ID - passport, driving license, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorizing the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bankers reference.

**Notice to online bidders:** If you have forgotten your username and password for [www.bonhams.com](http://www.bonhams.com), please contact Client Services.

**Bidder Registration Fee:** \$40 for new registrants attending in person. This fee allows entry for one guest of the registrant.

## Please email the completed Registration Form and requested information to:

Bonhams Client Services Department  
 bids.us@bonhams.com  
 Tel +1 (212) 644 9001  
 Fax +1 (212) 644 9009

# Bonhams

Sale title: Collectors' Motorcycles & Motor Cars At The Barber Museum		Sale date: Saturday October 10, 2020	
Sale no. 25837		Sale venue: Birmingham, Alabama	
<b>General Bid Increments:</b> \$10 - 200 .....by 10s \$200 - 500 .....by 20 / 50 / 80s \$500 - 1,000 .....by 50s \$1,000 - 2,000 .....by 100s \$2,000 - 5,000 .....by 200 / 500 / 800s \$5,000 - 10,000 .....by 500s \$10,000 - 20,000 .....by 1,000s \$20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000 .....by 5,000s \$100,000 - 200,000 .....by 10,000s above \$200,000 .....at the auctioneer's discretion The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Telephone bidders: indicate primary and secondary contact numbers by writing ① or ② next to the telephone number.			
E-mail (in capitals) _____			
By providing your email address above, you authorize Bonhams to send you marketing materials and news concerning Bonhams and partner organizations. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>	
Resale: please enter your vehicle dealer and resale license number here			
Dealer: _____ / State: _____		Resale: _____ We may contact you for additional information.	

SHIPPING	
Shipping Address: (if different than above) Address: _____ City: _____ Country: _____ Post/ZIP code: _____	Motorcycles and motorcars: I will collect purchases myself by 3pm October 11 <input type="checkbox"/> I will arrange transport via a third party shipper <input type="checkbox"/> Shipper: _____

Please note that all telephone calls are recorded.

Type of bid (A-Absentee, T-Telephone)	Lot no.	Brief description of lot (In the event of any discrepancy, lot number and not lot description will govern.) If you are bidding online there is no need to complete this section.	MAX bid in \$ (excluding premium and applicable tax) Emergency bid for telephone bidders only*

You instruct us to execute each absentee bid up to the corresponding bid amount indicated above.

\* Emergency Bid: A maximum bid (exclusive of Buyer's Premium and tax) to be executed by Bonhams only if we are unable to contact you by telephone.

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND SHALL BE LEGALLY BOUND BY THEM, AND YOU AGREE TO PAY THE BUYER'S PREMIUM, ANY APPLICABLE TAXES, AND ANY OTHER CHARGES MENTIONED IN THE BUYER'S INFORMATION OR CONDITIONS OF SALE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Your signature: _____	Date: _____

# Conditions of Sale for Motor Vehicles

The following Conditions of Sale, together with the Bidder Information included in this Catalog, as amended by any Saleroom Notices, other published or posted notices or any verbal announcements during the Sale, set forth the terms and conditions on which property listed in the Catalog shall be offered for sale or sold by Bonhams and any Seller of such property for whom Bonhams acts as agent. By registering to bid and/or by bidding in the Sale the Buyer/bidder agrees to be bound by these terms and conditions.

If live online bidding is made available for this Sale, additional terms and conditions will apply to bidders participating in the Sale via Bonhams' live online bidding system, which supplemental online terms and conditions shall be deemed a part of these Conditions of Sale. Please see [www.bonhams.com/WebTerms](http://www.bonhams.com/WebTerms) for more information.

## 1. DEFINITIONS

In these Conditions of Sale, the following words and expressions shall (unless the context requires otherwise) have the following meanings:

1.1 'Auctioneer' means the representative of Bonhams conducting the auction, including any local auctioneer or affiliated entity Bonhams may engage to assist with the Sale.

1.2 'Bonhams' means Bonhams & Butterfields Auctioneers Corporation (including where applicable its authorized representatives and affiliated entities).

1.3 'Buyer' means the person to whom the Lot is knocked down by the Auctioneer or otherwise acknowledged as the Buyer by Bonhams (see paragraph 7.1).

1.4 'Catalog' means the booklet or digital rendering in which these Conditions of Sale appear or the online listing which links to these Conditions or Sale, as may be amended by the saleroom notices or any other published or posted notices at the Sale and/or online, or any verbal announcements during the Sale.

1.5 'Hammer Price' means the price in U.S. dollars (or the currency in which the sale of the Lot is conducted) at which a Lot is knocked down by the Auctioneer to the Buyer of the Lot.

1.6 'Lot' means each lot of property purchased at the Sale by the Buyer.

1.7 'Buyer's Premium' shall have the meaning given in paragraph 8 of these Conditions of Sale.

1.8 'Purchase Price' means the sum of the Hammer Price, the Buyer's Premium, any applicable import duty, any license and/or documentation fees, and any sales, use or other tax due to any governmental authority as a result of the Sale of the Lot.

1.9 'Reserve' means the minimum Hammer Price agreed between Bonhams and the Seller at which a Lot may be sold, which amount shall not exceed the low pre-sale estimate for the Lot.

1.10 'Sale' means the auction, as set forth in the Catalog.

1.11 'Seller' means the person who offers the Lot for sale.

## 2. BONHAMS AS AGENT

Bonhams sells as agent for the Seller (except in limited instances where it may be selling a Lot as principal) and is not responsible for any breach or default by the Seller or the Buyer. Occasionally, Bonhams may have a legal, beneficial, or financial interest in a Lot.

## 3. CURRENCY CONVERTER

Solely for the convenience of bidders, a currency converter display may be provided at Bonhams' sales. The rates quoted for conversion of other currencies to U.S. dollars (or the currency in which the relevant sale is conducted) are indications only and should not be relied upon by anyone, including any bidder, and neither Bonhams nor its agents shall be responsible for any errors or omissions in the currency converter. The bid price stated by the Auctioneer is the prevailing and binding bid price.

## 4. BONHAMS' DISCRETION; IMPLEMENTATION OF RESERVES

4.1 Bonhams shall have the right, in its absolute and sole discretion, to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot from the Sale at any time and, in the case of any error or dispute with respect to bidding to determine the successful Bidder, to re-open the bidding, to cancel the sale, or to re-offer and re-sell the Lot. In the case of any dispute with respect to bidding, Bonhams' records shall be conclusive.

4.2 Bonhams shall have the right, in its sole discretion, to cancel or rescind the sale of any Lot if (i) the Buyer is in breach of the Buyer's warranties (see paragraph 7.3); (ii) Bonhams, in its sole discretion considers that such transaction might be unlawful or might subject Bonhams, the Seller or the Buyer to any liability, including liability to any third party; (iii) if Bonhams is prevented by fire, theft or any other reason whatsoever from delivering any Lot to the Buyer or a sale otherwise cannot be completed; or (iv) there are any other grounds for cancellation under these Conditions of Sale. In the event of a sale cancellation or rescission, Bonhams' liability shall be limited to the sum of the Purchase Price actually paid for the Lot by the Buyer and shall in no event include any compensatory, incidental or consequential damages.

4.3 All Lots are offered subject to a Reserve unless otherwise indicated in the Catalog. If a Lot is offered subject to a Reserve, Bonhams may implement such Reserve by the Auctioneer's bidding on behalf of the Seller, whether by opening bidding or continuing bidding in response to other bidders, until reaching the Reserve. If Bonhams has an interest in a Lot and the sale proceeds therefrom other than its commissions and fees, the Auctioneer may bid therefor until reaching the Reserve to protect such interest. Sellers are not allowed to bid on their own Lots.

## 5. INJURY ON BONHAMS' PREMISES; DAMAGE TO LOTS ON VIEW

5.1 Bonhams shall not be liable for any loss, damage or injury sustained by any person while on Bonhams' premises (including the third-party premises where a sale, pre-sale viewing or inspection may be conducted) or a Lot, or a part of a Lot, may be on view from time to time, except where such loss, damage or injury is caused by the sole negligence or intentional act of Bonhams, its agents or employees.

5.2 Any prospective bidder or Buyer who damages a Lot, whether negligently or intentionally, will be held liable for all resulting damage and loss and shall pay or reimburse Bonhams (and its principal or agent, as the case may be) in full to rectify the same.

## 6. BIDDER REGISTRATION

6.1 No person shall be entitled to bid at the Sale without first having completed and delivered to Bonhams a bidder registration form and any other requested information or references, which shall be subject to Bonhams' acceptance in its sole discretion. Prospective bidders' attention is drawn to the bidder registration form appearing elsewhere in this Catalog and related information appearing under the heading 'Buyer Information'.

6.2 New bidders and bidders who have not recently updated their registration details with Bonhams must pre-register to bid at least two (2) business days before the Sale. Individuals will be required to provide government-issued proof of identity and proof of residence. Entity clients will be required to provide certificate of incorporation or equivalent documentation showing the name and registered address, documentary proof of officers and beneficial owners, and proof of authority to transact.

6.3 Bonhams reserves the right to request further information in order to complete bidder identification procedures and at its sole discretion to decline to register any person as a bidder and to reject any bid.

6.4 Bonhams may also request a financial reference (such as a bank letter written on bank letterhead) and/or deposit from bidders before allowing them to bid.

6.5 In order to register to bid, bidders may be required to pay a bidder registration fee as listed in the Buyer Information section. Registration fees are subject to change in Bonhams' discretion and it is each bidder's responsibility to apprise themselves of any changes to the registration fees in advance of the Sale.

## 7. THE BUYER/BIDDER; BUYER'S/BIDDERS WARRANTIES

7.1 The Buyer shall be the highest bidder acceptable to and acknowledged by the Auctioneer for any Lot, subject to any applicable Reserve and these Conditions of Sale, and any dispute regarding the same shall be settled by the Auctioneer in his or her sole and absolute discretion.

7.2 Every bidder shall be deemed to act as a principal unless prior to the commencement of the Sale there is a written acceptance by Bonhams of a bidder registration form completed and signed by the principal which clearly states that the authorized bidding agent is acting on behalf of the named principal. Every registered bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances. No Lot may be transferred.

7.3 The Buyer/bidder warrants that:

(a) It is not subject to restrictions on trade, including embargoes or sanctions under the laws of the United States, European Union, England and Wales, or other applicable jurisdictions ("Sanctioned Person");

(b) It is not owned, whether wholly or in part, or controlled by any party who is subject to restrictions on trade, including embargoes or sanctions under the laws of the United States, European Union, England and Wales, or other applicable jurisdictions ("Sanctioned Entity");

(c) If acting as an agent (subject to Bonhams' prior written acceptance) for a principal, the principal it is not a Sanctioned Person or Sanctioned Entity (as defined above in sections 7.3(a) and (b)), and Buyer/bidder has conducted appropriate customer due diligence into the principal and agrees that Bonhams shall be entitled to rely upon such customer due diligence, and in connection with such reliance Buyer/bidder further agrees to retain adequate records evidencing the due diligence for a period of 5 years following the consummation of the sale and to make these records available for inspection by an independent auditor upon Bonhams' request;

(d) The purchase of the Lot and the payment funds are not connected with any criminal activity including money laundering, tax evasion or terrorist financing, and the Buyer/bidder (and if applicable, the principal), is not under investigation and has not been charged with or convicted of such criminal activity.

## 8. BUYER'S PREMIUM

8.1 Buyer's Premium for Motor Car Lots: If a purchased Lot consists of a motor car, the Buyer shall pay Bonhams a premium equal to TWELVE PERCENT (12%) on the first Two Hundred and Fifty Thousand Dollars (\$250,000) of the Hammer Price of such Lot and TEN PERCENT (10%) on any amount by which such Hammer Price exceeds Two Hundred and Fifty Thousand Dollars (\$250,000), together with any applicable sales or use tax and any fees or duty due on the Lot.

8.2 Buyer's Premium for Motorcycle Lots: If a purchased Lot consists of a motorcycle, the Buyer shall pay Bonhams a premium equal to FIFTEEN PERCENT (15%) on the first One Hundred Thousand Dollars (\$100,000) of the Hammer Price of such Lot and TEN PERCENT (10%) on any amount by which such Hammer Price exceeds One Hundred Thousand Dollars (\$100,000), together with any applicable sales or use tax and any fees or duty due on the Lot.

8.3 Buyer's Premium for Automobilia, Memorabilia & Other Non-Motor Vehicle Lots: If a purchased Lot consists of automobilia, memorabilia or other non-motor vehicle property, the Buyer shall pay Bonhams a premium equal to TWENTY-SEVEN AND A HALF PERCENT (27.5%) on the first Three Thousand Dollars (\$3,000) of the Hammer Price of such Lot,

# Conditions of Sale for Motor Vehicles (continued)

TWENTY-FIVE PERCENT (25%) on the amount of Hammer Price above Three Thousand Dollars (\$3,000) up to and including Four Hundred Thousand Dollars (\$400,000), TWENTY PERCENT (20%) on the amount of Hammer Price above Four Hundred Thousand Dollars (\$400,000) up to and including Four Million Dollars (\$4,000,000), and THIRTEEN AND NINE-TENTHS PERCENT (13.9%) of any amount by which such Hammer Price exceeds Four Million Dollars (\$4,000,000), together with any applicable sales or use tax and any fees or duty due on the Lot.

8.4 No Buyer's Premium for Charity or Benefit Lots: No buyer's premium will apply to any Lot explicitly identified in the Lot description or in the Buyer Information section of the Catalog as a 'Charity Lot' or 'Benefit Lot.'

## 9. CONTRACT OF SALE

9.1 On the acceptance of a bid by the fall of the Auctioneer's hammer a contract of sale is made between the Seller and the Buyer. Except in cases where it is acting as selling principal, Bonhams is not a party to the contract of sale and shall not be liable for any breach or default thereof by either the Seller or the Buyer.

9.2 Title to the Lot shall pass to the Buyer when the full Purchase Price for the Lot has been received by Bonhams; provided, however, that Bonhams makes absolutely no representation or warranty with regard to the quality or marketability of such title.

## 10. PAYMENT

The Purchase Price must be paid in full to Bonhams by cashier's check, money order, or wire transfer in United States currency, no later than the date and time specified in the 'Buyer Information' section of this Catalog. Upon prior arrangement with Bonhams, the Buyer also may pay for a Lot by personal or business check with approved credit, but the Purchase Price shall not be deemed received and the Lot will not be released until the check has cleared for payment. 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 Buyer may be limited.

## 11. REMOVAL OF LOT

11.1 The Lot must be removed from the preview premises no later than the date and time specified in the 'Buyer Information' section of this Catalog.

11.2 In the event a Lot is not removed timely as provided in paragraph 11.1, Bonhams reserves the right to remove the Lot to storage at the Buyer's risk and expense, whereupon the Buyer shall become liable for uplift, removal, storage and handling charges and applicable taxes as described in the 'Buyer Information' section of this Catalog. The Buyer hereby grants Bonhams an irrevocable power of attorney to remove and store such Lot at the Buyer's risk and expense.

## 12. RISK OF LOSS OR DAMAGE TO LOT

The Buyer shall be responsible for any loss or damage to the Lot from the time the contract of sale is made as described in paragraph 9.1, and neither Bonhams nor its employees or agents shall be liable for any loss or damage to or caused by all or any portion of the Lot from and after that time.

Packing and handling of purchased Lots are at the responsibility and entire risk of the Buyer. Bonhams is not responsible for any acts or omissions in our packing or shipping of purchased Lots or any acts or omissions of other carriers or packers of purchased Lots, whether or not recommended by Bonhams.

## 13. VEHICLE REGISTRATION; TAXES AND DOCUMENTATION FEES

13.1 The Buyer is advised that laws in several jurisdictions require that a Lot which is a motor vehicle be registered with governmental authorities, and that a certificate of title is usually necessary in order to obtain such registration. Bonhams makes no representation

or warranty with regard to any registration or title document which may accompany the Lot (whether delivered at or following the Sale) or with regard to the future issuance of any title or registration document concerning the Lot. The Buyer of a Lot is solely responsible for making its own independent investigation with regard to the registrability of the Lot and ensuring that it is registered as may be required by law.

13.2 The Buyer is responsible to pay all city, state, federal and any and all other taxes due, unless exempt by law. Proof of exemption is the Buyer's responsibility and subject to Bonhams' verification. With respect to any Buyer that is a resident of any jurisdiction in which Bonhams is not a registered motor vehicle dealer or for which Bonhams does not otherwise collect sales tax and documentation or licensing fees on registrable vehicles, or any Buyer of a Lot for which Bonhams fails to collect such taxes or fees for any reason, such Buyer shall be solely responsible for the payment of any sales or use tax arising from the sale and delivery of any Lot purchased hereunder, as well as for any registration of a motor vehicle Lot and associated taxes and documentation and licensing fees. Buyer hereby agrees to defend, indemnify and hold harmless Bonhams against any claims or assessments for any state, county or other governmental agency for any failure to register a motor vehicle Lot and for any unpaid sales or use taxes and any unpaid documentation and licensing fees (including any interest and penalties that may accrue or be assessed thereon) arising from the sale of a Lot.

## 14. EXPORT LICENSE

Buyer shall be solely responsible, including the payment of any cost or fee, for timely obtaining any necessary license or permit or any certificate of title to export the Lot from the United States of America (and/or to import the Lot into any foreign jurisdiction).

## 15. NON-PAYMENT OF PURCHASE PRICE

If the Purchase Price is not paid in full and/or the Lot is not removed in accordance with paragraphs 10 and 11 of these Conditions of Sale, Bonhams may, as agent for the Seller and for itself, as the case may require, in its absolute discretion, and without any notice to Buyer, exercise one or more of the following remedies, in addition to any other remedy it may have at law or in equity:

- (a) Resell the Lot, by auction or private sale, with or without Reserve, and hold the original Buyer liable for the payment of any deficiency upon resale plus all costs and expenses of both sales, Bonhams' commissions at its standard rates, all other charges due hereunder plus expenses, attorney's fees and any incidental damages;
- (b) Arrange for the removal and storage of the Lot at the risk, cost and expense of Buyer;
- (c) Charge the Buyer interest in the amount of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is greater, on any amount of the Purchase Price which remains outstanding from the date the Purchase Price becomes due under these Conditions of Sale;
- (d) Offset any sums due from Bonhams to the Buyer against the outstanding Purchase Price; or, sell any property of Buyer in Bonhams' possession and control and apply the net sale proceeds from such sale against the outstanding Purchase Price;
- (e) Cancel the sale of the Lot, or any other Lot, to the Buyer at any time, retaining as liquidated damages all payments made by the Buyer;
- (f) Repossess any Lot for which the Purchase Price is overdue and thereafter resell the same;
- (g) Institute legal proceedings for damages or specific performance.
- (h) Reveal the Buyer's identity and contact information to the Seller.

16. ABSENTEE, TELEPHONE AND ONLINE BIDS  
Absentee, telephone and online bidding are services provided by Bonhams as a convenience to bidders on an "as available" basis, and Bonhams cannot be held responsible for errors or omissions with respect to the bidding process, including failure to execute any bid. At its discretion, Bonhams will execute absentee bids and accept telephone bids and online bids via bonhams.com, provided that neither Bonhams nor its employees or agents will be liable for any error or default (whether human or otherwise) in doing so or for failing to do so. Without limiting the foregoing, Bonhams (including its agents and employees) shall not be responsible for any problem relating to telephone, online, or other bids submitted remotely, including without limitation, any telecommunications or internet fault or failure, or breakdown or problems with any devices, online platforms or websites. By participating at auction by telephone or online, bidders expressly consent to the recording of their bidding sessions and related communications with Bonhams and its employees and agents.

## 17. BONHAMS' COPYRIGHT

Bonhams shall have the right to photograph, reproduce photographs of, exhibit and describe the Lot. Buyer hereby grants to Bonhams the right to illustrate and photograph the Lot and to use Buyer's name in connection with the Lot. Bonhams shall own the copyright in all such illustrations, photographs and written descriptions of the Lot produced by Bonhams, and Buyer shall have no right, title or interest therein.

## 18. MISCELLANEOUS

18.1 These Conditions of Sale and the relationship of the parties shall be governed by the laws of the State of California. Jurisdiction and venue for all dispute resolution shall be in San Francisco, California, as set forth in the following paragraphs. 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 shall be resolved by the mediation and arbitration 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 the city of San Francisco, California; 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.

18.2 Bonhams maintains an auctioneer bond on file with the California Secretary of State (Bond No. 57BSBGL0808) and in other applicable jurisdictions and such other bonds as required by its licenses and permits.

18.3 These Conditions of Sale (as may be amended), the portion of this Catalog entitled 'Buyer Information', any Important Notices, and the bidder registration form referred to above and any other telephone, absentee or online bidding form (collectively, the 'Sale Documents') constitute the entire agreement among Buyer, Seller and Bonhams concerning their rights and obligations with respect to the subject matter hereof. Any agreements or representations respecting the Lot or its sale not expressly set forth in the Sale Documents shall have no effect, except for a subsequent written modification signed by the party to be charged. In the event of any conflict among the provisions of any of the individual Sale Documents referred to in this paragraph 18.3, the provisions found in these Conditions of Sale shall control.

18.4 The headings and captions used in this Catalog are for convenience only and shall not affect the meaning of the Sale Documents.

18.5 No act or omission of Bonhams, its employees or agents shall operate or be deemed to operate as a waiver of any of Bonhams' rights under the Sale Documents.

18.6 These Conditions of Sale shall be binding on the successors and assigns of all bidders and Buyers and inure to the benefit of Bonhams' successors and assigns. If any part of these Conditions of Sale is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these Conditions of Sale, which the rest shall remain in full force and effect.

18.7 Time is of the essence of this agreement.

18.8 It is expressly acknowledged by each bidder or Buyer that Bonhams has not provided any legal or tax advice or assistance to bidder or Buyer and no one at Bonhams has acted as the bidder's or Buyer's

attorney or tax advisor. Each bidder or Buyer is responsible for retaining its own advisors with respect to the accounting, financial, tax, regulatory and/or legal implications of any transaction contemplated under these Conditions of Sale. Bidder or Buyer acknowledges that it had the opportunity to consult an attorney before signing and this agreement and is signing this agreement having had such opportunity to consult with an attorney of its choosing and carefully reading this agreement in its entirety, understanding all of its terms and conditions, and knowingly and voluntarily agreeing to the same.

18.9 Each bidder or Buyer accept and agree that Bonhams will hold and process the bidder's or Buyer's personal data and information and may share it with Bonhams' affiliates, subsidiaries or parent companies worldwide (collectively the "Bonhams Group") and limited third parties for use as described in, and in accordance with Bonhams' Privacy Policy (subject to any additional specific consent(s) the bidder or Buyer may give in writing prior to the disclosure of the bidder's or Buyer's data or information) published on Bonhams' website at [www.bonhams.com/legals/](http://www.bonhams.com/legals/). Bonhams' Privacy Policy may also be requested in print and digital format by email from [info@bonhams.com](mailto:info@bonhams.com) or by mail from Bonhams Customer Services Department, 580 Madison Avenue, New York, NY 10022.

#### 19. AS-IS DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

ALL LOTS ARE SOLD "AS-IS - WHERE-IS" AND "WITH ALL FAULTS" AND NEITHER BONHAMS NOR THE SELLER MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER.

BONHAMS AND THE SELLER HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE CONDITION OF A LOT, TITLE OR REGISTRABILITY OF A LOT, THAT A LOT IS ROADWORTHY OR OF MERCHANTABILITY QUALITY, OR THAT A LOT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO STATEMENT, INFORMATION OR ILLUSTRATION SET FORTH IN THIS CATALOG, THE ESTIMATES, THE INVOICE, ANY BILL OF SALE OR TITLE DOCUMENT, CONDITION REPORT, ADVERTISEMENT, NOTICE OR ANY OTHER WRITING OR ANY ORAL STATEMENT SHALL BE DEEMED TO CREATE ANY WARRANTY OR REPRESENTATION CONCERNING A LOT.

THE ENTIRE RISK WITH REGARD TO THE CONDITION (INCLUDING BUT NOT LIMITED TO ANY REPAIR OR RESTORATION TO A LOT AND THE NUMBER OF MILES SHOWN ON ANY ODOMETER IN A LOT THAT IS A MOTOR VEHICLE), QUALITY, PERFORMANCE, ROADWORTHINESS, DESCRIPTION (INCLUDING THE ACCURACY OR COMPLETENESS OF ANY DESCRIPTION PROVIDED BY SELLER OR BONHAMS IN ANY MEDIUM), AGE, SIZE, GENUINENESS, ATTRIBUTION, PROVENANCE, TITLE, REGISTRABILITY, RARITY, AND HISTORICAL SIGNIFICANCE OF A LOT, AND AS TO WHETHER A LOT COMPLIES WITH ANY GOVERNMENTAL OR ASSOCIATION STANDARDS AND AS TO WHETHER THE BUYER ACQUIRES ANY INTELLECTUAL PROPERTY RIGHTS IN A SOLD LOT, IS SOLELY WITH THE BUYER.

PROSPECTIVE BUYERS ARE STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND INVESTIGATION OF THE LOTS ON OFFER, INCLUDING ALL ACCOMPANYING DOCUMENTATION PROVIDED BY THE SELLERS, TO SATISFY THEMSELVES AS TO ALL ASPECTS OF EACH LOT PRIOR TO BIDDING THEREON.

BUYER ASSUMES ALL RISK WITH REGARD TO THE LOT, INCLUDING BUT NOT LIMITED TO ANY NECESSARY COMPLIANCE WITH APPLICABLE LAW, AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS OR THE SELLER HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN ANY DESCRIPTION OF A LOT PROVIDED IN ANY MEDIUM.

EACH BIDDER AND BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS (INCLUDING ITS PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, COMPENSATORY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST OPPORTUNITY OR LOST PROFIT OR APPRECIATION) ARISING OR RELATED IN ANY WAY TO THIS AUCTION, THE VALUATION, DESCRIPTION, PROMOTION, OFFER OR SALE OF ANY LOT HEREUNDER, OR ANY RELATED COMMUNICATIONS OR ACTIVITIES, EACH AND ALL OF WHICH ARE EXPRESSLY WAIVED HEREBY.

THE MAXIMUM AMOUNT OF BONHAMS' LIABILITY UNDER THESE CONDITIONS OF SALE SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER TO BONHAMS AND IN NO EVENT SHALL BONHAMS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THESE CONDITIONS OF SALE.