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2. Bidders at the auction may bid in person, by written absentee bid, by telephone, or by using the Internet. The auctioneer shall have absolute discretion in determining the successful bidder. At the fall of the auctioneer's hammer, title to the offered lot will pass to the bidder acknowledged by the auctioneer. The bidder thereupon assumes full risk and responsibility and will pay full purchase price for the said lot. As a convenience to customers, absentee bids and phone bids will be executed by Maria Mozgova Auction personnel in a competitive and confidential manner. Phone bid arrangements must be made 4 hours prior to start of the auction. Maria Mozgova Auction will not be responsible for failure to execute absentee or phone bids.

3. Maria Mozgova Auction reserves the right to withdraw any lot at any time before the auction of the lot without liability. The auctioneer reserves the right to reject a bid from any bidder. A lot will be sold to the highest bidder as determined in the sole and exclusive judgment of the auctioneer. The auctioneer will, without liability, determine the bidding increments and maintains sole authority to resolve disputes.

4. Lots may be auctioned with reserve, which is the minimum price below which the lot will not be sold. Maria Mozgova Auction will act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the consignor. The auctioneer may continue to bid on behalf of the consignor



up to the amount of the reserve, either by placing bids in response to other bidders or by placing consecutive bids. The reserve will not exceed the low pre-sale estimate.

5. A range of estimates is given on each lot with a low and a high estimate. Estimates should not be relied on as a prediction of the actual selling price.

6. In the unlikely event we lose our internet connection, Maria Mozgova Auction reserves the right in its sole and absolute discretion to cancel the remainder of the auction.

7. Buyer's premium of 18% (20% for Internet bidders) will be added to the hammer price of each lot and it will be considered part of the total purchase price.

8. All purchases will be subject to an 8.25% Texas sales tax unless (1) you are an out-of-state resident and your purchases are being shipped out of Texas or (2) if you are a Texas resident and you possess a valid tax-exempt number. Maria Mozgova Auction must have a blanket exemption certificate with permit number and signature on any tax exempt sale.

9. The purchaser assumes full responsibility for items at the fall of the hammer. The purchase price for each lot shall equal the final bid price, buyer's premium, and any and all applicable sales taxes. Payment can be made by cash, bank wire transfers, check (on approval), money orders, cashier's check, Visa, Master Card, American Express, Discover. For payment of invoices totalling over \$5,000.00, bank wire transfer are required. Items purchased in person must be paid for on the day of the auction. If you leave without paying, your credit card will be charged the next day. For items purchased via phone or absentee bidding, your credit card will be charged the day of the auction unless other arrangements were made. All Internet purchases must be paid in full within seven (7) business days of completion of the auction. If paying by check, Maria Mozgova Auction reserves the right to hold all purchases until the check has cleared to the satisfaction of Maria Mozgova Auction and its bank. No property will be released by Maria Mozgova Auction until payment in full has been received. If payment has not been received within the seven day period and no other arrangements have been agreed to in writing, the buyer will be subject to storage and late fees to be determined by Maria Mozgova Auction. These fees will not exceed \$40.00 per day per lot.

10. It is fully buyer's responsibility to remove purchased items at his or her expense after the auction. Packing and handling of any and all purchased lots are at the entire risk of the buyer. We are not responsible for any acts or omissions in regard to handling, packing. We do not make shipping arrangements. Buyers are required to arrange, pay for all packing, shipping and insurance charges. At the buyers request we will provide the name and telephone number of a packing and shipping service in our area. Maria Mozgova Auction is not liable for any loss, damage, omission, or delay by any packing, shipping, or transport, company or individual. All property should be removed from our premises no later than 5:00 P.M. on the seventh business day following the end of the auction. Unless prior arrangements have been made with Maria Mozgova Auction, items not removed by the specified time will be charged storage and handling fees of \$15.00 per item per day until removal.



11. If purchased property remains in the custody of Maria Mozgova Auction for a period of 45 days or more following the auction, Maria Mozgova Auction may, at its discretion, cancel the sale retaining as liquidated damages any payments made by the buyer. If merchandise belonging to a purchaser is lost by fire, theft, damage or any other reason, prior to the purchaser taking possession of same, the liability of Maria Mozgova Auction shall be limited to the actual amount paid for the same at the auction wherein it was acquired and shall in no event include any incidental or consequential damages. It is agreed Maria Mozgova Auction will not be responsible.

12. All transactions will be governed, interpreted and enforced by the laws of the State of Texas and the Federal courts sitting in the State of Texas. The venue of any legal action that may arise between the parties to these agreements and/or the auction proceedings conducted by Maria Mozgova Auction will be held in Harris County, Texas.

13. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, Maria Mozgova Auction at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve or minimum selling price, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages.

14. The auctioneer(s) conducting this auction are licensed by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 512-463-6599 and protected through a recovery fund administered by this department. Any unresolved complaint can be directed to this department. The auctioneer in charge is Maria Mozgova, License 11794

Bid Increments:

From	To	Increment	From	To	Increment
\$0	– 200	\$10	\$10,000	– 15,000	\$500
\$200	– 400	\$25	\$15,000	– 30,000	\$1,000
\$400	– 1,000	\$50	\$30,000	– 50,000	\$1,500
\$1,000	– 5,000	\$100	\$50,000	– 75,000	\$2,000
\$5,000	– 10,000	\$250	\$75,000	+	\$3,000