

CONDITIONS OF SALE FOR BENEFIT AUCTIONS

The property, items or services offered in this sale will be offered and sold by Jewish Community Project of Lower Manhattan ("JCP"). The following terms and conditions, as amended by any posted notices or oral announcements during the sale, govern the sale of all the property offered at the auction:

1. (a) JCP does not assume any risk, liability or responsibility for the authenticity of the authorship of any property offered at this auction (that is, the identity of the creator or the period, culture, source or origin, as the case may be, with which the creation of any property is identified), and JCP does not assume any risk, liability or responsibility for items or services sold at auction.

(b) **ALL PROPERTY IS SOLD "AS IS" AND JCP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ANY CATALOGUE OR NOTICES OR DESCRIPTIONS OF PROPERTY, NOR BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES OF PHYSICAL CONDITION, SIZE, QUALITY, RARITY, IMPORTANCE, GENUINENESS, ATTRIBUTION, AUTHENTICITY, PROVENANCE OR HISTORICAL RELEVANCE OF THE PROPERTY.** No statement in any catalogue, notice or description or made at the sale, in any bill of sale invoice or elsewhere, shall be deemed such a representation or warranty or any assumption of liability. JCP makes no representation or warranty, expressed or implied, as to whether the purchaser acquires any reproduction rights in the property. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored.

2. Any property, item or experience may be withdrawn by JCP at any time before the actual sale without any liability therefor.

3. JCP reserves the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have sole and final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, JCP's sale records shall be conclusive in all respects.

4. If the auctioneer (hereby defined as a person or auction sale platform) determines that any opening bid is not commensurate with the value of the article offered, the auctioneer may reject the same and withdraw the article from sale.

5. On the fall of the auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof (including without limitation damage to items), and (b) will pay the full purchase price therefor or such part as JCP may require.

6. Any checks should be payable to Jewish Community Project of Lower Manhattan.

7. In the case of order bids or bids transmitted by telephone, JCP is not responsible for any errors or omissions in connection such bids.

DISCLAIMERS

Auction payments may qualify as charitable contributions to the extent that the payment exceeds the value, and portions thereof may be tax-deductible to the extent provided by law.

By participating in this auction, each bidder recognizes and agrees that neither JCP nor anyone who assists in the conduct of this auction shall be liable for any occurrence resulting from the use of auctioned items or services.