

CONDITIONS OF SALE FOR GEARED ONLINE EUROPEAN & SPORTING COLLECTION (UK)

Please read the following conditions of sale (“**Conditions of Sale**”) carefully prior to registering to bid in any Gooding UK, LLC (“**Gooding**”) auction event, including Geared Online–European Sporting & Historic Collection, 28 January 2021 through 5 February 2021 (“**Auction**”). As used herein, “**General Conditions**” refers to, collectively, the terms and conditions of (i) these Conditions of Sale, (ii) the Bidder Registration Application, (iii) the Telephone and Absentee Bidder Registration Application, and (iv) any notices posted by Gooding on the “Important Notices” or “Event Information” pages of Gooding’s website (at www.goodingco.com) (the “**Site**”), at the location of the Auction, or in any published catalogue or Lot description. The General Conditions constitute the sole and entire agreement between, as applicable, Gooding and/or the Seller (as defined below), on the one hand, and any bidder or the Buyer (as defined below), on the other hand, under which Gooding will offer and sell items, including vehicles (“**Vehicles**”) and automobilia (each item, a “**Lot**”), in any Auction(s) for which a registration application has been accepted and concerning the respective parties’ rights and obligations with regard to the matters addressed herein. The General Conditions may only be amended by written saleroom addenda or announcements during an Auction(s) by a Gooding representative or the individual conducting the Auction (“**Auctioneer**”) or any notices or revised notices by Gooding on the “Important Notices” or “Event Information” pages of the Site, if any, or in a written agreement between the respective parties. Gooding uses a third party service provider (“**Service Provider**”) to provide online bidding functionality on the Site and the Gooding mobile application (the “**App**”). In addition to the General Conditions, bidders may be required to accept the Service Provider’s terms and conditions as a condition to participating in an Auction via the Site or App.

By registering to bid or placing a bid at an Auction – whether in person, through an agent or representative, by absentee bid, by telephone bid, by online bid via the Site or App, or by otherwise attending or participating in the Auction – each bidder, Buyer and person so attending or participating represents, warrants and covenants to and with Gooding that such bidder, Buyer or person attending or participating, as the case may be, has reviewed, understands, and accepts and agrees to be, and is, bound by the General Conditions, including the paragraphs labelled “Limitation on Damages” and “As Is – No Warranty,” which set forth Gooding’s obligation and maximum liability in the event of loss or damage to any bidder, Buyer or attendee.

REGISTERING TO BID

Registration Required. No person may bid at an Auction unless registered. Prospective bidders may submit a request to register for an Auction by following the instructions displayed on the registration page of the Site (at www.goodingco.com/register).

Financial Guarantee. In each instance, prospective bidders will be required to complete and execute the applicable registration application forms and provide an original bank letter of guarantee or other form of proof of ability to pay for purchases, in either case, in an amount and in a form acceptable to Gooding in its sole discretion (the “**Guarantee**”). Prospective bidders authorize the release of financial information to Gooding for the purpose of verifying ability to pay for purchases. The Bidder Registration Application, Telephone and Absentee Bidder Registration Application and a sample bank letter of guarantee are provided at www.goodingco.com.

Registration Timing Requirements. With respect to “Geared Online”-branded Auctions, which are conducted by an online system that performs the functions traditionally performed by an Auctioneer (e.g., assessment and acceptance of bids, advancement of bidding increments) (such system, the “**Online Bidding System**”), and each such Auction, an “**Online-Only Auction**”), requests to register as a bidder must be received at least 24 hours prior to 12:00 am Pacific Time on the last day of the Auction (i.e., the day all Lots are scheduled to close). With respect to Auctions that are conducted by an Auctioneer (each, a “**Live Auction**”), requests to register as an absentee and telephone bidder must be received at least 24 hours prior to the scheduled start of the session of the Auction in which the bidder wishes to bid. Gooding will issue each registered

bidder a paddle, paddle number and/or other identifier for purposes of identification during the Auction (“**Paddle**”).

Gooding Discretion. Gooding is an equal opportunity company that does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the provision of services. Subject to the foregoing, Gooding reserves the right, in its sole discretion, to refuse to register and/or issue a Paddle to any person with or without cause.

BIDDER RESPONSIBILITIES

Principal/Agent. Unless Gooding is notified in writing by the principal in advance of the Auction on a form and in a manner acceptable to Gooding in its sole discretion that the bidder is acting as an agent for the principal, and Gooding in its sole discretion acknowledges in writing such agency and issues a Paddle to such agent as an agent for the designated principal, each bidder shall be deemed to be bidding as a principal for its own account and shall be personally responsible for payment in full of the Purchase Price (as defined below) and other amounts due as Buyer and for fulfillment of all Buyer’s obligations and covenants under the General Conditions.

Each bidder is personally responsible for any use of its Paddle, and each bidder agrees that, except as otherwise provided above with respect to agents, it is personally liable under the General Conditions for the full Purchase Price (as defined below) and other amounts due if the Paddle is used in the winning of any Lot(s), whether by the respective bidder or by any other person.

Compliance with Law. By participating in the Auction and/or bidding, each bidder and Buyer is expressly representing and warranting to Gooding that it is complying with and agrees to comply with all applicable laws, rules and regulations, and the General Conditions.

Compliance with Policies. Each bidder, Buyer, and other person attending or participating in an Auction further agrees to comply with all applicable policies and procedures Gooding may communicate from time to time, including any posted signage.

No Photography. Without limiting the generality of the foregoing, Gooding does not permit any photography, audio, video, or other recording or broadcast of any kind inside any bidding tent without an official Gooding-issued press pass and an executed photography and video agreement, and any photography, audio, video, or other recording captured outside the bidding tent is solely for personal use and may not be redistributed or rebroadcast in any medium, nor used for any commercial purpose.

GOODING AS AGENT FOR SELLER

All Lots in the Auction are offered by Gooding as agent for the seller of the Lot (the “**Seller**”) and not on behalf of Gooding. Gooding shall not have any liability or responsibility for any act, omission, default or failure by any Seller.

DESCRIPTIONS OF PROPERTY

Any written or oral descriptions of the Lots or related information, including any published catalogue, Lot description or other Auction-related materials, postings, announcements, press releases, advertisements, bill of sale or invoice, or statements or affirmations made by or on behalf of Gooding prior to or at the Auction, including any reference to a Lot as being a particular model, make, or type or the rarity or uniqueness or provenance thereof, are only statements of opinion and not statements of fact and do not, and shall not under any circumstances be deemed to, create or constitute representations or warranties of any kind by Gooding or the Seller. Each bidder and Buyer hereby acknowledges and agrees that they are not entitled to rely, and they each agree not to rely, upon any of such descriptions, statements, affirmations, information or materials for any purpose, and that none of the foregoing are a part of the basis of the contract of the purchase and sale of any Lot, nor do or shall any of

the foregoing supersede or modify any of the General Conditions.

INSPECTION OF LOTS

Viewing Hours and Appointments. During viewing hours or by appointment (as applicable), bidders are provided an opportunity to inspect the Lots prior to bidding and are invited and strongly encouraged to conduct, and must solely rely upon, their own independent inspection and examination of any Lot and all matters relating thereto before placing any bid. Refer to the published event information, including the “Event Information” page on the Site, for the viewing hours and information for scheduling appointments.

Buyer Responsibility. Gooding has no obligation or responsibility, and does not assume any obligation or responsibility, to undertake an inspection of any Lot prior to the Auction. Bidders are solely responsible for inspecting the Lots prior to bidding (regardless of whether Gooding conducts its own inspection of the Lot) and satisfying themselves as to the condition of the Lots and all other matters relating to the Lots, including condition, title, registration, importance, value, quality, authenticity, description (including the published Lot description), provenance and whether or not any Lot complies with any applicable federal, state or other laws or regulations of any kind, and to identify any repairs, restoration or replacement parts and to ascertain completeness. As the condition and other potentially relevant matters related to a Lot are not necessarily easily determined, and Gooding does not claim or possess any peculiar knowledge or experience in determining such matters and does not have access to relevant information, Gooding does not, and does not assume any obligation or responsibility to, undertake a level of inspection necessary to obtain or verify such information, including any published Lot description or other description or announcement or affirmation, and Gooding relies upon information provided by the Seller.

No Warranty on Condition. Gooding does not assume any responsibility to determine the condition of any Lot, and any condition report (and/ or any other description or information provided relating to the Lot, including in the published Lot description, in any statement by any employee, officer, agent, or representative of Gooding, or in any other Auction-related materials) is not intended to and does not negate or modify the paragraph labelled “As Is – No Warranty” or any other provisions of the General Conditions, contains only statements of opinion and not statements of fact, and shall not be deemed to create representations or warranties of any kind. In no event shall Gooding or any of its directors, employees, officers, agents or representatives have any liability or responsibility for any matters relating to or arising out of such report and/or the condition of any Lot, regardless of the content or omissions of, or any errors in, the report. The absence with regard to a Lot of any mention of repairs, damage, replacement parts or restoration in any condition report, published Lot description or statements by Gooding shall not be deemed to mean the Lot is free of the foregoing, nor shall reference to any of the foregoing be deemed to exclude any others.

CERTIFICATE OF TITLE; REGISTRATION

Gooding makes no representation or warranty with respect to any existing certificate of title or registration with regard to any Lot. It is each bidder’s and Buyer’s responsibility to make their own independent investigation with regard to the title, including examining any and all documentation pertaining to the title or registration provided by the Seller and made available by Gooding prior to the Auction, and determining whether a Lot is or can be registered. Gooding does not guarantee or make any representation or warranty that any or all title documentation or registration documentation will satisfy the requirements of any state in the United States or of any foreign jurisdiction, and Gooding shall not be liable under any circumstances with regard to whether or not such documentation is acceptable, complete or adequate, or otherwise in connection therewith. All such title documentation is provided by the Seller, and Gooding does not assume any responsibility or liability with regard to such title documentation or the quality or marketability of title to any Lot.

The Buyer of a Lot is solely responsible for complying with all registration requirements as to such Lot. Subject to the foregoing, for Vehicles purchased at any Live Auction held in California or Online-Only Auction, Gooding will manage the title transfer process on the Buyer’s behalf, send the Buyer the title by courier after the Auction and assess a documentation fee in the amount of \$80.00 per Vehicle. Upon receipt of such title, the Buyer is responsible for

registering the Vehicle at its final destination.

ABSENTEE, TELEPHONE, AND ONLINE BIDDING

Generally. Subject to availability during the Auction and prior approval in Gooding’s discretion, with respect to one or more Lots as determined in Gooding’s discretion, Gooding, only as an accommodation and convenience, may offer absentee, telephone and online bidding to bidders who cannot attend a Live Auction, as well as absentee and telephone bidding to bidders participating in an Online-Only Auction. Telephone bids and the bidder’s telephone conversation with Gooding’s employee, officer, agent or representative may be recorded, and by participating or bidding at the Auction by phone the bidder expressly consents to all such recording.

Bidding Increments. Bidding will be opened at a level determined by Gooding (via the Online Bidding System) or the Auctioneer, as applicable (“**Auction Conductor**”), and will generally advance in increments of approximately 10% or as may be otherwise set forth in notices posted by Gooding on the “Important Notices” or “Event Information” pages of the Site. Absentee, telephone or online bids that do not conform to these increments may be lowered to the next bidding increment as determined by the Auction Conductor. Gooding will attempt to execute absentee bids and any emergency covering bids for telephone bidding and online bids at the lowest price, taking into account reserves and bids from all other parties and determining bid precedence in the event of simultaneous or near-simultaneous bids. Each bidder also authorises Gooding to bid on the bidder’s behalf on the Lots specified up to the amount specified by the bidder.

Countdown Clock. With respect to any Lot in an Online-Only Auction, at least two minutes must elapse between placement of the final bid and the close of bidding. In furtherance of the foregoing, with respect to any such Lot, if a bid is placed with fewer than two minutes remaining on the countdown clock for bidding (“**Countdown Clock**”), then the bidding period will be extended and the Countdown Clock will be reset at two minutes, and such extensions will continue indefinitely until there is no more bidding activity on the Lot for a period of two consecutive minutes. The extension of any one Lot’s closing time will not affect other Lots’ closing times; therefore, in any Online-Only Auction, Lots may close out of numerical Lot order.

CURRENCY CONVERTER

Gooding may provide a currency converter during the Auction as an accommodation to bidders who wish to follow the bidding in foreign currencies, and any rates quoted or displayed are only indications of the conversion amount and shall not be relied upon by any bidder or Buyer for any purpose, including bidding. Gooding shall not be liable or responsible for any errors or omissions in connection with such currency conversions or rates, and the bidder accepts and assumes all responsibility and liability for any errors or omissions relating thereto and for calculating any conversion rates. Currency conversion rates may change from the time of bidding to the time of payment. All bids are made in and must be paid in Great British Pounds (Sterling).

ESTIMATES

Estimates for the Lots published in any Lot description do not include the Buyer’s Premium (as defined below) or Value Added Tax (“VAT”) thereon, are only opinions, are prepared well in advance of the Auction, are subject to change, and may be amended either orally or in writing prior to or at the Auction. Estimates should not be relied upon, and each bidder and Buyer hereby agrees not to rely upon any estimate, as fact or a guarantee or prediction of the actual selling price or value of a Lot, and Gooding shall not have any liability with regard to any estimates under any circumstances.

RESERVES

Unless otherwise specified in the published Lot description or announced at the Auction, the Lots will be offered subject to a reserve, which is the minimum amount that the Seller is willing to accept with regard to the respective Lot. Reserves are confidential and will not exceed the low presale estimate. Gooding may act to protect the reserve by bidding through the Auction Conductor, which may open bidding below the reserve by placing a bid on behalf of the Seller, place bids on behalf of the Seller up to the reserve amount, place bids in response to other bidders or elect to withdraw the Lot from bidding if the

opening bid is below the reserve. The Auction Conductor shall not be obligated to specifically identify bids placed on behalf of the Seller to protect the reserve nor will the Auction Conductor place a bid on behalf of the Seller at or above the reserve. Sellers may not bid on Lots they have consigned to Gooding without prior announcement at the Auction.

AUCTION CONDUCTOR'S ROLE/BIDDING DISPUTES

Generally. The Auction Conductor has the absolute right and ability to refuse any bid or to split or advance bidding in any increments, regardless of any increment parameters set forth in the published Lot description or otherwise. The Auction Conductor makes the final determination about the validity of any bid, any error relating to bidding or any bid (including error by the Auction Conductor or Gooding), or any dispute between bidders, whether bids are made in person, through an agent or representative, by absentee bid, by telephone bid, by online bidding, or by otherwise attending or participating in the Auction. The Auction Conductor has the absolute right and ability to choose to continue bidding, refuse a bid, cancel a bid, determine the successful bidder (including in the event of simultaneous or near-simultaneous bids), withdraw a Lot, reoffer a Lot, reopen bidding or restart the bidding, as the case may be, including in the event of concern, error, dispute or doubt with regard to any bid or bidding. In any dispute, Gooding's records (including the records of the Online Bidding System, as applicable), in each case whether audio, visual or written, are conclusive.

Buyer's Premium; Taxes. Bid amounts, including the amount of any winning bid or final bid price, do not include the Buyer's Premium, Value Added Tax ("VAT") thereon, or other taxes.

Bids Are Final. Each bid is final, binding, and irrevocable, and bidders may not change, retract or rescind any bid once made.

THE BUYER

Binding Contract. The buyer ("**Buyer**") is the highest bidder acknowledged by the Auction Conductor and accepted by Gooding, subject to the reserve, if any, and the terms of the General Conditions. The fall of the Auctioneer's hammer (with respect to Live Auctions) or the moment when the Countdown Clock reaches zero (with respect to Online-Only Auctions), as applicable (the "**Fall of the Hammer**"), marks the acceptance of the Buyer's bid and a contract of purchase and sale is made between the Buyer and Seller. Gooding is not a party to the contract of purchase and sale and Gooding shall not be liable or responsible for any breach or default of such contract by either Buyer or Seller. All sales are final.

Risk of Loss. Upon the Fall of the Hammer, the Buyer is thereupon responsible for and assumes all risk of loss or damage to such Lot. Gooding, its employees, officers, directors, agents and representatives shall not be liable for any loss or damage to or any loss or damage caused by any Lot at any time.

Confirmation of Purchase. With respect to Live Auctions, immediately following the Fall of the Hammer, any Buyer that is physically present at the Auction shall be required to execute a Confirmation of Purchase, which confirms Buyer's purchase of the Lot as announced by the Auctioneer.

BUYER'S PREMIUM

In addition to the final bid price, the Buyer is required to pay Gooding a percentage of the final bid price, which Gooding retains (the "**Buyer's Premium**"), plus VAT on the Buyer's Premium. Gooding's Live and Online-Only Auctions in the UK will have the following Buyer's Premiums:

For Vehicle Lots:

Gooding will receive a Buyer's Premium of 10% of the final bid price (plus VAT on the Buyer's Premium). The VAT on the Buyer's Premium will not be shown separately on any invoice but will be combined with the Buyer's Premium.

For Automobilia Lots:

Gooding will receive a Buyer's Premium of 25% of the final bid price (plus VAT on the Buyer's Premium). The VAT on the Buyer's Premium will not be shown separately on any invoice but will be combined with the Buyer's Premium.

PAYMENT

Purchase Price. The purchase price to be paid by the Buyer is, and the Buyer acknowledges it is responsible for and agrees to timely pay, the sum of the final bid price (the highest bid acknowledged and accepted by the Auction Conductor), plus (i) the Buyer's Premium and VAT on the Buyer's Premium (as indicated below) and (ii) all applicable sales and/or use taxes and license fees (such, but not limited to, VAT and any other taxes and fees to be determined by Gooding in its sole discretion) (collectively, the "**Purchase Price**").

Payment Terms. Payment of the full Purchase Price is due to Gooding no later than the Wednesday following completion of the Auction by (x) 5:00 pm local time of the Auction location with respect to Live Auctions or (y) 5:00 pm Pacific Time with respect to Online-Only Auctions.

Late Payment Fees. Gooding reserves the right to impose a late charge of up to a maximum of 18% per annum (or the maximum rate permitted by law if less than 18%) on any portion of the Purchase Price if the Buyer does not make timely payment of the Purchase Price when due under these Conditions of Sale.

Other Amounts. In addition, the Buyer acknowledges it is responsible for, and agrees to timely pay, (a) any and all costs and expenses incurred on behalf of the Buyer and/or as a result of the Buyer's failure to timely and fully comply with the General Conditions, including removal, transport and storage costs for the Lot and taxes thereon and (b) all other amounts due and owing pursuant to the General Conditions.

Payment Method. All payments must be made by wire transfer. Unless otherwise agreed to by Gooding in writing, Gooding will not accept payment of any portion of the Purchase Price from any party other than the Buyer.

Passage of Title. Title to a Lot does not pass to the Buyer until good and cleared funds in the amount of the full Purchase Price are received by Gooding.

PROMOTIONAL PRICING

Gooding may offer certain promotional pricing (including waiving certain fees) from time to time that differs from standard rates for registration and the like ("**Promotional Pricing**"), and may discontinue such Promotional Pricing at any time. Such Promotional Pricing is offered in Gooding's sole discretion, and offering Promotional Pricing to one or more individuals on a particular occasion does not constitute a commitment to offer the same Promotional Pricing on any other occasion, or to any other individuals on any particular occasion.

COLLECTION, REMOVAL, AND STORAGE

Following the Auction, Buyer must remove all Lots from the Auction site, Gooding facility or other location as directed by Gooding (as applicable) at Buyer's risk and expense, no later than 5:00 pm GMT following completion of the Auction. If not removed timely by Buyer, in addition to any and all other remedies and rights Gooding may have, Gooding shall have the right (but not the obligation) to remove any Lot at Buyer's sole risk and expense and store it, at Buyer's expense, including removal, storage, transportation and handling expenses and costs and applicable taxes, at a third-party warehouse, and Buyer hereby grants Gooding an irrevocable power of attorney to remove and store such Lots at Buyer's expense. Except in Gooding's sole discretion, no Lot shall be released to Buyer until Gooding has received payment in full, in good cleared funds, of the Purchase Price for the Lot, and Buyer has fully complied with the General Conditions.

ROADWORTHINESS/COMPLIANCE

Notwithstanding any oral or written statement or description of any kind regarding any Vehicle, whether by or on behalf of Gooding or Seller, including in the published Lot description, all Vehicles are sold "as is" and only as collector's items and Vehicles may not be suitable for use on the road. The Buyer of any Vehicle who intends to use the Vehicle on the road is responsible for determining roadworthiness and for complying with all applicable regulations regarding title, registration, insurance, emission control and safety equipment and the Buyer assumes all risk of whether any such Vehicle will or does comply, and neither Gooding nor Seller shall have any liability or responsibility of any kind for failure to comply by or lack of roadworthiness of any Vehicle.

EXPORT LICENCE

The Buyer is responsible for determining whether or not an export licence is required to export a Lot and for obtaining and paying the costs of any licences necessary to export any Lot from the United Kingdom or any other country where it is registered and/or import it into any other country, and for the payment of any import duty that may be levied by the country of import. Gooding makes no representation or warranty of any kind with regard to whether or not any Lot can be exported or imported or the issuance of an export or import licence and/or permit for any Lot.

DATA USE

More information regarding how Gooding uses personal information to provide services can be found in Gooding's Privacy Policy, which is available for review at www.goodingco.com/privacy. Please contact Gooding with any questions or comments about the Privacy Policy, your personal information, our third-party disclosure practices, or your consent choices, via email to privacy@goodingco.com, or by mail to 1517 20th St., Santa Monica, CA 90404, United States.

COPYRIGHT

Gooding shall own the copyright in all photographs, videos, illustrations and written descriptions of the Lots created by or for Gooding. Without limiting the foregoing, Gooding shall have the right to use, publish, display and reproduce any and all of the foregoing for any purpose and in any media at its discretion at any time in any manner whether before and/or after the Auction, and no bidder or Buyer shall have any right, title or interest to any of the foregoing. Each bidder and Buyer agrees they will not use, reproduce or publish for any purpose any such photographs, videos, illustrations or written descriptions created by or for Gooding.

GRANT AND RELEASE

Each bidder, Buyer, or other person attending or participating in an Auction or inspection grants all necessary rights to Gooding and agrees that Gooding has permission and license to use his or her likeness for television, video, online, social media, still photography and/or any other visual or audio recording, display, transmission, broadcast and/or publication for any and all purposes (including advertising and marketing), worldwide, at any time or times in perpetuity, including concurrent with and/or subsequent to the Auction or inspection, and waives all rights or claims (including residual rights and rights of privacy and publicity) that might arise from use of any attendee's image, voice, picture or likeness for any purpose, including at any future date, under all applicable laws.

GOODING'S RIGHTS

Gooding reserves the right, in its sole discretion, to (a) withdraw any Lot at any time prior to or at the Auction, (b) postpone or cancel the Auction of any or all of the Lots for any reason, (c) reject or refuse any bid from any party before or during the Auction, (d) revoke any bidder's Paddle or otherwise withdraw Gooding's permission for the bidder to participate in the Auction or use the Site or App, (e) terminate a registered bidder's bidding account or (f) rescind or terminate any sale if Gooding determines in its sole discretion that it cannot complete the transaction for any reason, in which event Gooding shall refund any payment by Buyer which has not yet been transferred to Seller, as well as any Buyer's Premium paid to Gooding, and Buyer shall have no further remedy of any kind against Gooding notwithstanding anything to the contrary in the General Conditions. Each bidder and/or Buyer agrees that Gooding shall not have any liability whatsoever to any bidder for exercise of any of the foregoing rights, or for any errors in execution or failure to execute any bid(s), regardless of circumstances or events of any kind.

NONCOMPLIANCE OF BUYER/REMEDIES

Remedies. If the Buyer or a bidder fails to comply with any of the General Conditions, including if a Buyer or bidder fails to timely pay the full Purchase Price and/or remove a Lot when and as required by these Conditions of Sale, the Buyer or bidder, as the case may be, shall be in breach and default of the General Conditions, and shall be liable to Gooding, and each bidder and Buyer agree that Gooding shall be entitled to recover from such Buyer or bidder, as the case may be, any and all damages, costs, expenses, fees (including lawyers' fees) and other amounts suffered and/or incurred by Gooding as a result of such

failure to comply (including any such damages, costs, expenses, fees and other amounts suffered or incurred as a result of suit(s) by the Seller or other third parties). Further, in such event of a failure to comply, Gooding may, in its sole discretion, at any time and from time to time, in addition to all other available remedies under the General Conditions, at law and otherwise, and without any notice to such Buyer or bidder, take any one or more of the following actions to the fullest extent allowed by law: (a) hold the defaulting Buyer or bidder, as the case may be, liable for the Purchase Price, all other amounts due under the General Condition, and all damages, costs and expenses suffered or incurred by Gooding as a result of such default and failure to comply, including initiating legal action against the Buyer or bidder, including an action for specific performance; (b) cancel or rescind the sale; (c) resell the Lot(s) with or without reserve privately or at public auction, in which case the Buyer or bidder shall be liable for any deficiency between the Purchase Price and other amounts due under the General Condition (plus all damages, costs, expenses, fees (including lawyers' fees) incurred by Gooding as a result of noncompliance and all commissions, premiums and fees applicable to such resales) and the price received upon the resale; (d) remove or arrange for the removal and storage of the Lot at the sole risk and cost of such defaulting Buyer or bidder; (e) offset any sums due from Gooding to the Buyer or bidder against the Purchase Price and all other amounts due and owing by the Buyer or bidder under the General Conditions; (f) repossess the Lot(s) for which the Purchase Price or any portion thereof is unpaid, and resell such Lot(s) and apply the sale proceeds against amounts owed by such Buyer or bidder under the General Conditions; and/or (g) take any other action that Gooding in its sole discretion deems necessary or desirable, including any combination of the foregoing remedies.

Short Payments. If Buyer or bidder has purchased more than one Lot and Gooding receives less in payment than the total due for all Lots purchased, Gooding may apply the funds received toward payment of whichever Lot(s) it selects in its sole discretion, regardless of what the Buyer or bidder may or may not direct.

Security Interest. By registering to bid or by placing a bid at the Auction, each Buyer and bidder hereby agrees to grant Gooding, and Gooding shall be deemed to have, a first priority security interest in, and Gooding may retain as collateral security for such Buyer's or bidder's obligations to Gooding, any Lot and any other property in Gooding's possession owned by such Buyer or bidder and any and all proceeds, including insurance proceeds, of any of the foregoing. Gooding shall be entitled to sell any such property in Gooding's possession and apply against the Purchase Price and other amounts due and owing by the Buyer or bidder the proceeds from such sale. If Buyer or bidder defaults and Gooding elects its discretion to pay the Seller a portion of the net proceeds due to the Seller with regard to the sale of the Lot, Gooding shall have all the rights and remedies of Seller against the Buyer or bidder, including the right to pursue the Buyer or bidder for all such amounts and any and all other amounts, damages, costs, fees and expenses as may be available under the General Conditions, at law, in equity or otherwise.

GOVERNING LAW; JURISDICTION

Governing Law. The Auction, the General Conditions and the relationship and rights and obligations of the parties shall be governed solely and exclusively by the laws of England regardless of where the bidder or Buyer is located or received any Auction materials.

Binding Arbitration. Each bidder and Buyer agree that any dispute (including any claim, counterclaim or other action) or controversy arising out of or relating to any of the General Conditions, the Auction or any Lot shall be brought and determined by arbitration in London, England before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The determination of the scope or applicability of this Agreement to arbitrate shall be solely determined by JAMS. Judgment on an award may be entered in any court having jurisdiction. In the event that any party seeks relief under this Agreement in any venue other than through JAMS, then the complaining party shall pay all of the costs, fees, including lawyers' fees, and expenses of the responding party. Each party shall pay its own proportionate share of arbitrator fees and expenses and/or the prevailing party shall be reimbursed for its expenses, including reasonable lawyers' fees. The parties waive their right to a jury trial and the right of appeal. In the event that either files any claim against any shareholder, employee, officer, director, member, manager, representative, principal, or agent of the other party, then the parties hereby agree that any such claims shall also be subject to this dispute

resolution section.

Waiver of Service of Process. Each bidder and Buyer by registering to bid at or participating in the Auction (whether in person, through an agent or representative, by absentee bid, by telephone bid, by online bid, or by otherwise attending or participating in the Auction), and any person attending the Auction, hereby consents to waiver of service of process pursuant to California or federal rules of civil procedure, so long as notice is provided in English via Federal Express or similar courier, with copies via facsimile or e-mail.

BINDING ON SUCCESSORS

The General Conditions shall be binding on each attendee or participant, as the case may be, in the Auction, and each bidder and Buyer and Gooding, and their respective agents, heirs, executors, legal representatives, successors and assigns.

LEGAL FEES

If Gooding engages lawyers to assist it to enforce any part of the General Conditions, with regard to any bidder, attendee, Buyer or other party, then such bidder, attendee, Buyer or other party, as the case may be, shall be responsible for all reasonable fees (including lawyers' fees), costs and all expenses incurred by Gooding (including costs and all expenses related to evaluating, analysing, assessing, enforcing, preparing for and conducting litigation of any kind or nature), whether or not legal proceedings are commenced. If proceedings (including arbitration proceedings) are initiated with regard or relating in any way to or arising out of the General Conditions, any Lot and/or the Auction, then the prevailing party shall recover its reasonable lawyers' fees, costs and expenses; provided, however, and notwithstanding the foregoing, if a bidder, attendee, Buyer or other party fails to first present any claim directly to Gooding and allow for a reasonable opportunity and period to mediate (and participate in such mediation of) such claim before initiating legal action against Gooding or any of its officers, directors, employees, agents or representatives, then such bidder, attendee, Buyer or other party as the case may be, shall not be entitled to recover on any such claim any lawyers' fees whether or not such bidder, attendee, Buyer or other party prevails on such claim.

LIMITATION ON DAMAGES

Presentation of Claims; Exclusion of Certain Liabilities. BY ATTENDING OR PARTICIPATING IN THE AUCTION WHETHER IN PERSON, THROUGH AN AGENT OR REPRESENTATIVE, BY TELEPHONE BID, ONLINE BID OR ABSENTEE BID, EACH ATTENDEE AT THE AUCTION AND EACH BIDDER AND BUYER AGREES THAT (A) ANY CLAIMS RELATING TO THE AUCTION, SALE OF A LOT OR THE GENERAL CONDITIONS MUST BE FIRST PRESENTED DIRECTLY TO GOODING BEFORE ISSUING A CLAIM AND (B) GOODING SHALL NOT HAVE ANY LIABILITY TO ANY ATTENDEE, BIDDER, BUYER OR OTHER PARTY FOR INJURY OR DAMAGE OF ANY KIND RESULTING FROM OR RELATING TO THE NEGLIGENCE OF GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, ACTIVE OR OTHERWISE, OR RELATING IN ANY WAY TO ANY LOT(S) OR THE AUCTION OR ANY ACT OR OMISSION OF ANY OF THE FOREGOING, UNLESS GOODING OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES ARE GROSSLY NEGLIGENT.

Liability Cap. GOODING'S SOLE LIABILITY AND DAMAGES, AND EACH ATTENDEE'S, BIDDER'S, BUYER'S AND OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY, IF ANY, UNDER THE GENERAL CONDITIONS AND OTHERWISE ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION, ANY LOT(S) (INCLUDING ANY INABILITY TO DELIVER POSSESSION OF A LOT TO THE BUYER), THE GENERAL CONDITIONS OR OTHERWISE, ARE IN ALL EVENTS AND CIRCUMSTANCES LIMITED EXCLUSIVELY TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE BUYER'S PREMIUM PAID BY SUCH BUYER TO GOODING WITH REGARD TO SUCH RESPECTIVE LOT, IF ANY, OR ADMITTANCE OR REGISTRATION FEES, IF ANY, PAID TO GOODING BY THE RESPECTIVE BUYER, ATTENDEE OR BIDDER TO ATTEND AND/OR BID AT THE AUCTION, AS THE CASE MAY BE.

No Special, Indirect, Punitive, Consequential or Incidental Damages. THE AMOUNTS PAYABLE BY ANY ATTENDEE, BIDDER OR BUYER ARE NOT

SUFFICIENT TO WARRANT GOODING ASSUMING ANY RISK OF DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES TO THE BIDDER, ATTENDEE OR BUYER AS A RESULT OF OR RELATING TO ANY NEGLIGENCE, BREACH OR FAILURE TO PERFORM BY GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. IN NO EVENT SHALL GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR, AND EACH ATTENDEE, BIDDER AND BUYER HEREBY EXPRESSLY, KNOWINGLY AND INTENTIONALLY WAIVES AND AGREES THEY SHALL NOT SEEK ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION OR ANY LOT(S), INCLUDING ANY LOST PROFIT, APPRECIATION, LOSS OF OPPORTUNITY OR LOSS OF INVESTMENT, REGARDLESS OF THE ACTS OR OMISSIONS OR FAULT OF GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. NOTHING IN THESE GENERAL CONDITIONS WILL BE CONSTRUED AS EXCLUDING OR LIMITING ANY PERSON'S RIGHTS OR REMEDIES IN RESPECT OF (A) DEATH OR PERSONAL INJURY CAUSED BY GOODING'S NEGLIGENCE, OR (B) ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF ENGLISH LAW.

No Liability for Repairs, Restoration or Replacement. NEITHER GOODING NOR THE SELLER SHALL BE RESPONSIBLE OR LIABLE FOR ANY REPAIRS, RESTORATION, REPLACEMENT OF PARTS OR ANY OTHER MATTER, COST OR EXPENSE RELATING TO ANY LOT, WHETHER BEFORE OR AFTER THE AUCTION, AND BY PARTICIPATING IN THE AUCTION EACH BIDDER AND BUYER EXPRESSLY WAIVES, AND AGREES THAT IT WILL NOT SEEK ANY RECOVERY FROM OR PURSUE ANY CLAIM AGAINST GOODING OR THE SELLER, RELATING TO ANY OF THE FOREGOING, INCLUDING FOR REPAIRS, RESTORATION, OR REPLACEMENT OF PARTS. THIS NOTICE IS A PART OF THE GENERAL CONDITIONS AND IS NOT INTENDED TO LIMIT ANY OF THE OTHER TERMS OF SUCH GENERAL CONDITIONS.

"AS IS" – NO WARRANTY

"As Is - Where Is." ALL SALES ARE "AS IS - WHERE IS" AND WITH ALL FAULTS. BIDDERS AND BUYERS ARE INVITED AND STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF THE LOTS AND ARE SOLELY RESPONSIBLE FOR INSPECTING THE LOTS PRIOR TO BIDDING, AND SATISFYING THEMSELVES, AS TO THE CONDITION OF THE LOTS AND ALL OTHER MATTERS RELATING TO THE LOTS PRIOR TO BIDDING, INCLUDING ANY DESIRED OR NECESSARY REPAIRS, RESTORATION OR MISSING PARTS.

Disclaimer. NOTWITHSTANDING ANY LOT DESCRIPTION, AUCTION ANNOUNCEMENT, AFFIRMATION, ADVERTISEMENT, PRESS RELEASE, CONDITION REPORT, STATEMENT, ASSURANCE, OR PROMISE (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, AND/OR SELLER, WHENEVER AND HOWEVER MADE, INCLUDING IN THE CATALOGUE, BILL OF SALE, TITLE DOCUMENTS, INVOICE OR OTHER WRITING, ALL SALES ARE MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND NO LOT DESCRIPTION, AUCTION ANNOUNCEMENT, WRITTEN OR VERBAL INFORMATION, DESCRIPTION, POSTING, REFERENCE, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING AND/OR SELLER, WHENEVER AND HOWEVER MADE, IS INTENDED TO BE, OR SHALL BE DEEMED TO BE OR DEEMED TO CREATE, A REPRESENTATION OR WARRANTY OR ASSUMPTION OF ANY LIABILITY BY GOODING OR SELLER. NEITHER GOODING NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO TITLE WITH REGARD TO ANY LOT. FURTHER, REGARDLESS OF ANY ANNOUNCEMENT, STATEMENT, AFFIRMATION OR DESCRIPTION (WHETHER ORAL OR WRITTEN), NEITHER GOODING NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY OR ADEQUACY OF ANY DESCRIPTION (INCLUDING THE LOT DESCRIPTION), PERFORMANCE, ROADWORTHINESS, CONDITION, AUTHENTICITY, QUALITY, PROVENANCE, TITLE, RARITY OR HISTORICAL RELEVANCE WITH REGARD TO ANY LOT OR WHETHER OR NOT ANY LOT COMPLIES WITH ANY LAWS, REGULATIONS OR ORDINANCES OF ANY KIND, NOR DO GOODING OR THE SELLER ACCEPT OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY OF THE

FOREGOING. GOODING AND THE SELLER HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, WARRANTY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, VALUE, ESTIMATES, ACCURACY OF INFORMATION OR DESCRIPTION AND ANY WARRANTY OF CONDITION OF THE LOT (INCLUDING AS TO ANY CONDITION REPORT).

Errors. NEITHER GOODING NOR THE SELLER SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS AND/OR INACCURACIES IN ANY DESCRIPTION, ANNOUNCEMENT, POSTINGS, STATEMENTS, DOCUMENTS OR MATERIALS, INCLUDING IN ANY PUBLISHED MATERIALS, REGARDLESS WHEN MADE. EACH BIDDER AND BUYER ACKNOWLEDGES AND AGREES THAT THEY ARE NOT ENTITLED TO RELY AND THEY EACH AGREE NOT TO RELY, UPON ANY OF SUCH ORAL OR WRITTEN DESCRIPTIONS, STATEMENTS, ANNOUNCEMENTS, INFORMATION OR MATERIALS OF ANY KIND FOR ANY PURPOSE.

Absentee, Telephone and Online Bidding. WHILE GOODING ENDEAVORS TO PROVIDE A SAFE, SECURE, AND FUNCTIONING AUCTION, THERE IS NO GUARANTEE OF THE CONTINUOUS OPERATION OF OR ACCESS TO THE AUCTION OR A BIDDER'S ABILITY TO CONNECT AND NAVIGATE THE AUCTION. BID UPDATE AND OTHER NOTIFICATION FUNCTIONALITY IS SUBJECT TO DELAYS BEYOND GOODING'S CONTROL AND MAY NOT OCCUR IN REAL TIME. BIDDERS AGREE THAT THEY ARE MAKING USE OF ABSENTEE, TELEPHONE OR ONLINE BIDDING AT THEIR OWN RISK AND THAT SUCH FUNCTIONALITY IS BEING PROVIDED TO BIDDERS ON AN "AS AVAILABLE" AND "AS IS" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, NEITHER GOODING NOR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND IF GOODING ELECTS OR IS UNABLE TO PROVIDE ABSENTEE, TELEPHONE OR ONLINE BIDDING, OR FOR ANY FAILURE TO RECEIVE OR EXECUTE SUCH BIDS FOR ANY REASON WHATSOEVER, INCLUDING ELECTRONIC, SOFTWARE, HARDWARE, TELECOMMUNICATION, INTERNET, CONNECTION, TRANSMISSION OR WI-FI FAILURES, DELAYS, DEFECTS, PROBLEMS OR ERRORS, OR FOR ANY ERRORS OR OMISSIONS IN CONNECTION THEREWITH, AND THE BIDDER ACCEPTS AND ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY ERRORS OR OMISSIONS RELATING THERETO OR FAILURE TO RECEIVE OR EXECUTE (INCLUDING TIMELY EXECUTION THEREOF) ANY BID REGARDLESS OF REASON, NEGLIGENCE OR FAULT. GOODING DOES NOT REPRESENT OR WARRANT THAT ANY AUCTION PLATFORM, INCLUDING THE SITE, APP AND ONLINE BIDDING SYSTEM, WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. GOODING RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY ASPECT OR FEATURE OF ONLINE BIDDING (INCLUDING ONLINE BIDDING IN ITS ENTIRETY) AT ANY TIME, WITH OR WITHOUT NOTICE. WITHOUT LIMITING THE FOREGOING, GOODING MAY SUSPEND ACCESS TO ONLINE BIDDING TO CARRY OUT SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR ANY REASON OR FOR NO REASON AT ANY TIME.

ANTI-MONEY LAUNDERING

Bidders and Buyers agree to provide all information and assistance reasonably requested by Gooding to comply with Gooding's Anti-Money Laundering processes and to comply with any and all Anti-Money Laundering laws and regulations.

MISCELLANEOUS

Headings are for ease of reference only and may not be used to interpret the substance of the section to which they apply. All uses of the word "including," "include" and "includes" shall not be limiting, and shall be deemed to be followed by "without limitation." If any term, provision, condition or covenant of the General Conditions or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, the remainder of the General Conditions, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be deemed modified to the minimum extent to be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between these Conditions of Sale and any other document constituting a part of the General Conditions, the Conditions of Sale shall prevail unless the other conflicting provision is stricter against the Buyer or bidder. Time is of the essence for bidders' and Buyer's performance under the General Conditions.

Except as otherwise expressly provided herein, no employee, officer, agent, representative or contractor of Gooding is authorized by Gooding to modify, waive or contradict any of the General Conditions. No act, omission, statement, promise, assurance or commitment of Gooding or any of its employees, officers, agents, representatives, or contractors shall be or be deemed to be, or operate as, a waiver or amendment of any of the General Conditions or of any of Gooding's rights and remedies thereunder or constitute a representation or warranty of any kind and shall not have or be of any force or effect. Any statements, terms, conditions, representations or warranties relating to any Lot or the Auction not expressly set forth in the General Conditions shall not be, or be deemed to be, of any force or effect, regardless of how or when made.

A person who is not party to the General Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of or enjoy any benefit under the General Conditions.

FOR ONLINE-ONLY AUCTIONS: EU DIRECTIVE ON CONSUMER RIGHTS

If the Seller is a natural person or legal entity in the business of selling automobiles and acting for purposes related to such business (a "Business") and the Buyer is a consumer that has a right of withdrawal against the Seller on the basis of EU consumer protection laws, then the Buyer may have an automatic statutory right to rescind the purchase of a Lot in an Online-Only Auction for 14 calendar days after the Buyer becomes responsible for taking possession of the Lot. Gooding reserves the right to make the reasonable determination as to whether a Seller meets the definition of "Business." A Buyer who exercises the foregoing right to rescind is responsible for any and all expenses associated with the Lot, including transportation, duty, storage, insurance, and taxes. If the Buyer exercises this right, the Buyer bears all risk of loss, and is therefore advised to insure the Lot, until the Seller re-takes possession of the Lot.