3. Bidder Registration Required. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. Any Bid(s) for Merchandise will be accepted in accordance with the Terms and Conditions of Sale. The minimum bid for any given Lot(s) will be the opening bid(s) or the amount to be submitted for that Lot, or, if the bid is placed through any means, EXCEPT for those bidding through EarlyAmerican.com or Invaluable.com, it being understood that EAHA may waive such fee for reacquisition by the Consignor(s) or Bidder(s).

b. The Consignor(s) may Bid and purchase Lots in the Auction and Consignor(s) that Bid(s) on his/her/its own Lot(s) in the Auction may pay a different fee than the Purchaser’s Premium charged to all other(s).

c. If the Consignor shall re-purchase a Lot that is either returned to the Consignor or otherwise dealt with or disposed of in accordance with the Consignor’s, EAHA reserves the right to make appropriate adjustments.

d. EAHA reserves the right to bid on the Auction its own Merchandise and have direct or indirect interests in any of the Lots or enter into an Auction on any such Lots. EAHA may bid for its own account on any given Lot(s) at the Auction.

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e. EAHA may have information about any given Lot(s) that may not be publicly available, and reserves the right to use such information without making disclosure in the Catalog.

f. All Lot(s) may, at EAHA’s sole discretion, carry a Reserve.

g. All Lot(s) will be sold at the highest Bid(s) permitted by the Auctioneer.

h. If any dispute arises and concerning a given Bid at the Auction, the Auctioneer’s decision will be considered absolute and final.

i. No “No-Bid” or “No-Reserved Bid” will be accepted by the Auctioneer at the Auction.

j. Any announcements made on the day of the Auction shall take precedence over any terms that may be contained in the Catalog and/or any other announcements and/or documentation.

k. The Auctioneer reserves the right, without recourse from any Bidder or Consignor, to postpone or delay the Auction, for a reasonable period of time, due to any significant event which, in the sole judgment of the Auctioneer, makes it inaccessible to hold the Auction as scheduled.

2. The Bidding Process. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. The Auctioneer may accept a Bid from the Consignor, as scheduled.

b. The Auction Date printed on the Catalog cover is the last day that bids are accepted through any means, EXCEPT for those bidding through EarlyAmerican.com, Invaluable.com, iCollector.com or LiveAuctioneers.com who are permitted to continue bidding until each Lot is closed on the day following.

c. The Auctioneer, at his sole and exclusive discretion, may accept or decline a given Bid, and/or challenge any Bid or any increment thereof.

d. Bids below the Low Estimate, which includes any requested increase(s), will not be reduced.

e. Bids below fifty percent (50%) of Low Estimate are considered frivolous and will not be accepted.

f. In the event of a tie, the Lot will be awarded to the bid with the earliest postmark.

g. All Bid(s) must be for an entire Lot; it being understood that each Lot constitutes a separate sale.

h. No Lot will be broken up unless otherwise permitted by the Auctioneer, and Lot(s) will be sold in their numerical Auctioneer directed sequence.

i. All Merchandise shall be sold in separate Lot(s) to the highest Bidder as determined by the Auctioneer in his sole and exclusive discretion.

j. If a Lot is awarded to the wrong Bidder due to an administrative error, the highest Bidder will prevail. All Bidder(s) agree to post-Auction corrections without protest or negative feedback.

k. The Auctioneer shall have the right, at his sole and exclusive discretion, to adjudicate all bidding disputes and shall have the right to rescind the acceptance of any Bid and place a given Lot(s) for re-Auction.

l. The Auctioneer’s decision on all Bid disputes shall be deemed to be binding and final.

m. If there should be any Material Error in descriptions contained in the Catalog creating a Significant difference from the value paid, a given Lot may be returned by a successful Bidder for Review, but only if prompt written notice is first received by EAHA not later than seventy-two (72) hours of receipt of the Lot(s) by the Bidder; it being understood that any such Lot(s) must be received by EAHA no later than forty-five (45) calendar days after the Auction Date and be in the same condition, in their original, sealed Holders, as when the Lot(s) were first delivered to the Bidder; it being further understood that late remittance(s) constitute just cause by EAHA to revoke any return privilege otherwise available.

n. Any Lot returned for Review will be at the sole expense of the Buyer, as well as return and re-insurance costs.

o. EAHA shall not be responsible for any errors in the bidding process, and the Bidder assumes full responsibility to ensure the Bid on a given Lot is correct. Bidders using the Internet acknowledges and agrees due further to the bidder and speed of auction is possible to be awarded a lot in error. Instances of “awarding” a lot due to missing a bid or some other error may cause an Internet bidder to have their winning bid rescinded by the auctioneer. In such instance the Internet bidder will be notified of the error and agrees that no further protest, or negative feedback will result on their behalf.

p. The Auctioneer shall timely announce the Hammer Price for each Lot sold at the Auction.

q. EAHA reserves the right to withdraw any Lot(s) prior to the Hammer Price being accepted by the Auctioneer.

r. No Bidder shall have a right to claim any special or consequential damages from EAHA for any reason whatsoever.

4. Prices, Payment and Delivery. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. All Bid(s) for Merchandise are final, and upon acceptance by the Auctioneer, bids shall be irrevocable and must be paid in full when due per the invoice terms. Payment shall be due immediately upon receipt of notification and payment is deemed delinquent, and in default it shall not be made in good funds in full within fourteen (14) days of the Auction Date.

b. On cash transaction(s) exceeding Ten Thousand Dollars ($10,000), a Treasury Form 1099-B must be filed.

c. Lot(s) will not be shipped before all funds are fully received by EAHA.

d. EAHA reserves the right to extend credit and impose periodic charges on any accounts past due.

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c. Lot(s) will not be shipped before all funds are fully received by EAHA.

d. EAHA reserves the right to extend credit and impose periodic charges on any accounts past due.
7. Descriptions and Grading.
   a. Bidder(s) acknowledge that all gradings of coin and/or currency Mercandise sold in the Auction have been determined by independent grading services, and/or by EAHA; but it is important to acknowledge that the grading of rare coin(s), currency and other merchandise is subjective and accordingly may differ among independent grading services and among expert numismatists, and that such grading may have a substantial material value of the Merchandise.
   b. EAHA SHALL NOT BE RESPONSIBLE FOR THE GRADE(S), CLAIMS, OR STATEMENTS MADE TO ASSIST BIDDER(S) IN MAKING A DECISION TO BUY OR SELL OR MAKE AN OFFER TO BUY OR SELL ANY LOT; MAKES NO WARRANTY OR REPRESENTATION REGARDING SUCH GRADE(S) OR STATEMENTS WHETHER AN ITEM IS PRE-CERTIFIED OR SELLER (SOLD RAW). All third party graded lots are sold "AS IS" and are not returnable.

8. Disclaimer and Warranties.
   All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
   a. NO REPRESENTATION OR WARRANTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR WHETHER BASED UPON ANY PUBLISHED DESCRITION, CONDITION, AUTHENTICITY, AND PROVENANCE OF A GIVEN LOT.
   b. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
      i. THERE CAN BE NO CLAIM THAT ANY VERBAL DESCRIPTION OF THE MERCHANDISE, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR WHETHER BASED UPON ANY PUBLISHED DESCRIPTION, CONDITION, AUTHENTICITY, AND PROVENANCE OF A GIVEN LOT.
      ii. There can be no claim regarding any item subsequently submitted to any certification service, including any non-certified (Raw) item once the initial inspection and return period has expired.

   All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
   a. Bidder(s) by subscribing to the within General Terms and Conditions, and the information on EAHA's website, constitute the entire agreement between EAHA and the Bidder(s) and supersede all other agreements, understandings, warranties and representations of and concerning the Auction and subject matter thereof.
   b. EAHA will not sell a given Lot that has been bid upon or concerning proceeds of any sale, EAHA reserves the right to commence a statutory Inter-Placer or similar proceeding at the expense of the Consignor and successful Bidder, or in the event of any other application, and in such event, shall be entitled to its reasonable attorneys' fees and costs.
   c. If the Bidder fails to comply with one or more of these General Terms and Conditions, the proceeds of the successful Bidder shall be returned to the Bidder, but in no event shall the proceeds be returned to the Bidder.
   d. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   e. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   f. The term "Catalog" shall mean the official publication issued by EAHA that has been transmitted by any means the information about any Mercandise offered for sale at the Auction.
   g. The term "Consignment Agreement" shall mean the individual(s) that has described the "Lot(s)" contained in the Catalog for the Auction.
   h. The term "Consignment Agreement" shall mean the individual(s) that has described the "Lot(s)" contained in the Catalog for the Auction.
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   l. The term "Consignment Agreement" shall mean the individual(s) that has described the "Lot(s)" contained in the Catalog for the Auction.
   m. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   n. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   o. The term "Settlement Date" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   p. The term "Fair Market Value" shall mean the sale price a given Lot is sold for and shall be based on the sale price a given Lot is sold for.
   q. The term "Creditor" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   r. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   s. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   t. The term "Consignment Agreement" shall mean the individual(s) that has described the "Lot(s)" contained in the Catalog for the Auction.
   u. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   v. The term "Creditor" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   w. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   x. The term "Settlement Date" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   y. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   z. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.

10. Disputes and Arbitration.
   All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
   a. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
   b. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:
   c. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
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   k. The term "Creditor" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   l. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   m. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   n. The term "Auctioneer" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
   o. The term "Fair Market Value" shall mean the sale price a given Lot is sold for and shall be based on the sale price a given Lot is sold for.
   p. The term "Hammer Price" shall mean the maximum price paid by the Auctioneer for a given Lot.
   q. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   r. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   s. The term "Consignment Agreement" shall mean the individual(s) that has described the "Lot(s)" contained in the Catalog for the Auction.
   t. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   u. The term "Purchaser" shall mean the successful Bidder at the Auction.
   v. The term "Absense Bid" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   w. The term "Lot(s)" shall mean all bids placed via any communication including: mail, phone, fax, email and website.
   x. The term "Settlement Date" shall mean the original frame, container, case or clear plastic sleeve, labeled with the "Lot" number, in which the "Mercandise" is delivered by the Consignor to the successful Bidder at an Auction.
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   z. The term "Creditor" shall mean all bids placed via any communication including: mail, phone, fax, email and website.