TERMS & CONDITIONS OF AUCTION

Please be sure to read these Terms and Conditions of Auction (the “Terms”). These Terms shall constitute the entire “Agreement” between REA and bidder and shall supersede any and all prior communications or agreements between the parties with respect to the purchase and sale of items covered hereby. These Terms shall apply to all purchases made by bidder in any auction conducted by REA.

Please consult Section 4 for details on the closing procedure in effect this auction.

Please consult Section 15 for up-to-date sales tax information.

1. This auction is presented and conducted by REA Group LLC d/b/a Robert Edward Auctions (hereinafter “Robert Edward Auctions,” “REA,” or “Auctioneer”).

2. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms.

3. Bidding is scheduled to begin approximately Thursday, March 10, 2022.

4. The final day of bidding for all lots is Sunday, March 20, 2022. Initial bids may be placed at any time prior to 9:00 PM EDT on Sunday, March 20, 2022. The initial bid period of the auction will end at 9:00 PM EDT on Sunday, March 20, 2022. REA will continue to accept bids from qualified bidders after 9:00 PM EDT on all lots in the auction. **IF YOU HAVE NOT BID ON AN ITEM BEFORE 9:00 PM EST, YOU CANNOT BID ON IT AFTER 9:00 PM EDT.** If, after 9:00 PM EDT, a period of 10 minutes passes without a bid on ANY lot in the entire auction, then the auction will close. Based on past auctions, this is unlikely, so if the auction continues to 12:00 AM Midnight EDT (technically the morning of Monday, March 21, 2022), each lot will switch to a 10-minute lot-by-lot closing. During this lot-by-lot closing, an individual 10-minute clock will appear on each lot page. A bid on a specific lot will cause the countdown clock to reset. If the countdown clock reaches zero, the lot will close. Please note that during both the extended bidding periods, the automatic clock on each individual item page DOES NOT reset after each bid but rather it counts down to zero and then must be refreshed to view the time remaining. The best method to watch the pace of the auction during the extended bidding period is by using the Recent Bids page, which tallies the 300 most recent bids for viewing.

In the event of a service disruption, an act of God, or any other circumstance whatsoever which the Auctioneer, in its sole determination and at its sole discretion, at any time decides is inadvisable to end the auction as outlined above, the Auctioneer reserves the exclusive right to make a commercially reasonable effort to remedy the situation, including, but not limited to, extending the auction for any amount of time that REA deems appropriate.

REA recommends bidders to leave maximum bids utilizing Robert Edward Auctions’ “Honest Auto-Bid” system to avoid disappointment. There will be no warning as to exactly when the auction will close after 9:00 PM EDT on Sunday, March 20, 2022. Robert Edward Auctions makes an attempt to send out a “Fair Warning” e-mail alerting bidders to the fact that bidding is slowing down or that the lot-by-lot closing period is nearing, but it is not a guaranteed alert or one that should be interpreted as signaling a set amount of time remaining in the auction. If the auction continues into the lot-by-lot closing period, individual lot pages will display the status of bidding on that item. When all lots in the auction have closed, a message will appear on REA’s website stating that all bidding is closed. Technically items that have received only a single bid will be closed for bidding during the extended period since only one bidder would have qualified to participate in extended bidding (and cannot outbid himself); however, items without a bid entering extended bidding will remain open for interested bidders to bid during the extended bidding period. In the event an item without a bid entering the extended bidding period receives a bid during extended bidding, it will be closed to new bidders immediately as is the case with all lots having received a single bid.

5. All bidders must be registered and have a bidder number. Please note that anyone who has previously done business with Robert Edward Auctions within the last 30 years has a current Robert Edward Auctions bidder number and the bidder number can be found on the address label of the envelope or box in which REA’s catalog was mailed. With this bidder number, a bidder will be able to place bids by phone or go online to obtain his confidential password to allow for internet bidding by visiting www.RobertEdwardAuctions.com and following the instructions found there.

6. All new bidders must register online at www.RobertEdwardAuctions.com prior to Friday, March 18, 2022 to obtain a bidder number, which will be used for all auctions conducted by Robert Edward Auctions.

7. All new registrants will need two hobby references. These references will be checked. First time bidders may be asked to sign and fax their initial bids to 908-226-9920. All new registrants must have a valid street address on file. Robert Edward Auctions may, at its sole discretion, place a credit limit on bidders and/or request a good faith deposit be placed on account for the credit limit to be increased. All good faith deposits shall be held in
REA’s non-interest-bearing general business account. REA reserves the right in its sole discretion to refuse to register a bidder or to refuse to accept bids from anyone. All registrants must be at least 18 or 21 years old, depending on the bidder’s state of residence.

8. Bids update in real time on our website, and in order to top the bid, you must conform to the next bidding increment. There are absolutely no exceptions to the minimum raise amounts. If you desire to place a straight bid at a level higher than the next minimum bid level, this is allowed, but it may only be entered with the approval and administration of Robert Edward Auctions.

Bidding increment table follows:

<table>
<thead>
<tr>
<th>Minimum Value</th>
<th>Maximum Value</th>
<th>Bid Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>from US $ 0</td>
<td>to US $ 99</td>
<td>US $ 5</td>
</tr>
<tr>
<td>from US $ 100</td>
<td>to US $ 199</td>
<td>US $ 10</td>
</tr>
<tr>
<td>from US $ 200</td>
<td>to US $ 999</td>
<td>US $ 25</td>
</tr>
<tr>
<td>from US $ 1000</td>
<td>to US $ 1999</td>
<td>US $ 50</td>
</tr>
<tr>
<td>from US $ 2000</td>
<td>to US $ 4999</td>
<td>US $ 100</td>
</tr>
<tr>
<td>from US $ 5000</td>
<td>to US $ 9999</td>
<td>US $ 250</td>
</tr>
<tr>
<td>from US $ 10000</td>
<td>to US $ 49999</td>
<td>US $ 500</td>
</tr>
<tr>
<td>from US $ 25000</td>
<td>to US $ 49999</td>
<td>US $ 1000</td>
</tr>
<tr>
<td>from US $ 50000</td>
<td>to US $ 99999</td>
<td>US $ 2500</td>
</tr>
<tr>
<td>from US $ 100000</td>
<td>to US $ 999999</td>
<td>US $ 5000</td>
</tr>
<tr>
<td>from US $ 1000000</td>
<td>and above</td>
<td>5%</td>
</tr>
</tbody>
</table>

9. Internet system-generated bid confirmations and outbid notices are generated, but Robert Edward Auctions does not guarantee that the confirmations and notices will be received or will be timely. An automated email confirmation or notice may not be received or may be delayed for a number of reasons, including, but not limited to, the computer settings of recipients, which sometimes interpret system email as spam, or disruptions in the internet service. REA recommends that bidders do not rely exclusively on email outbid notices and actively check the status of their bids online at www.RobertEdwardAuctions.com.

10. Each item in the auction is accompanied by an opening bid. Select items may have a confidential reserve placed on them by the consignor. These items will be clearly designated as such on the individual item pages online. Until such time that the confidential reserve is met, the item page will display “Reserve Not Met” directly underneath the current bid. Bidders may continue to bid on such items using all available bid increments. Once the confidential reserve is met, the status of the item will change to “Reserve Met” on the item page. Reserve amounts will not be disclosed on the item page but are available upon request. Items with a confidential reserve may be accompanied by an estimated value. The confidential reserve amount will be lower than or equal to this estimated value.

11. Offers to “top all other bids” are not accepted, but the placing of “Up To” or “Limit” bids is an option for bidders. When placing such a bid, the bidder is instructing REA to competitively bid on bidder’s behalf up to, but not exceeding, a given limit. The bidding system will automatically execute “Up To” bids instantly after a competing bid has been placed, and the system will do so as needed against a competing bid until the “Up To” limit is exceeded. “Up To” or “Limit” bids must be calculated in the proper bidding increments. “Up To” bids are kept in strictest of confidence. “Up To” bids may be placed by telephone or Internet. An “Up To” bid placed by telephone must be placed with a human operator, who will know the “Up To” bid amount but will keep it confidential. Internet bidders placing “Up To” bids will be utilizing the “Honest Auto Bid TM” bidding system feature, which provides bidders with a 100% certainty that no Robert Edward Auctions principal or employees will be privy to the limit of the bidder’s bid or even that an “Up To” bid has been placed on a given lot. On the final day of bidding, REA offers a callback service for bidders who may not have access to the Internet during the closing hours of the auction. If bidder is the high bidder on any item after 9:00 PM EST on Sunday, March 20, 2022, bidder may request a “Call Back” on that item, and Robert Edward Auctions will make a reasonable effort to call the bidder if his bid is topped. Bidder will be under no obligation to top the new high bid, but if bidder does not top the bid, the call back option will no longer be in place on his account. A reasonable effort will be made to reach bidders making call back requests. If a bidder is not at the phone number provided, REA will leave a message, if given the option, but REA will be unable to execute a bid without speaking to the bidder. REA will make only one attempt to call. There is always the possibility of human or technical error. The call back service is a non-guaranteed service. In the waning minutes of the auction, especially, callbacks may not be honored due to time constraints. Robert Edward Auctions, in its sole discretion, reserves the right to suspend the call back service on any lot(s) at any time and for any reason on the final day of bidding.

12. Consignors are prohibited from bidding on their own materials or having others secretly bid for them on their behalf. If any consignor directly or indirectly bids on his own items at auction, it is without REA’s consent, and REA reserves the right, at its sole discretion, at any time and without any warning, to remove any bids it suspects of being fraudulent or placed in consort with a consignor.

13. There is no circumstance under which Robert Edward Auctions may execute bids on its own “house account,” thereby unfairly competing with bidders. In fact, to be clear, Robert Edward Auctions does not even have a “house account,” unlike many other auctions. Under no circumstance may
any employee of Robert Edward Auctions place bids in the auction on their personal accounts. Employees of Robert Edward Auctions may consign their personal property to the auction. Any lots consigned from the personal collections of any employee of Robert Edward Auctions (or any known related family member of any employee) will be fully disclosed upon request.

14 As a convenience for bidders, REA utilizes a standardized fee schedule for packing, shipping, and insurance based on the total invoice amount, with three exceptions as noted below. This standardized fee schedule is $10 per invoice valued at less than $1,000; $20 per invoice valued between $1,000 and $5,000; $35 per invoice valued between $5,000 and $20,000; $50 per invoice valued between $20,000 and $100,000; and $100 per invoice valued at greater than $100,000. The three exceptions to this schedule are as follows: 1) International shipments - if shipping to an address outside of the United States, the bidder must pay all packing, shipping, and insurance charges; or 2) large or heavy items inherently requiring significant special packing, crating, and shipping (such as stadium seats, framed items, bulk lots, and graded lots or sets) along with items on which shipping carriers assess dimensional weight guidelines greater than a standard package (such as bats, pennants, or sheets); or 3) items of significant value regarding bonded, insured, and/or secured transport by special carrier. These lots are clearly identified in their respective descriptions as requiring special packing and shipping charges. Winners of these lots will be billed for packing, shipping, and insurance charges with a separate shipping invoice (to allow REA to communicate with winners to be responsive to their shipping preferences).

15. New Jersey residents, or any bidder who desires to pick up their winning item in person, must pay 6.625% state sales tax or present a valid resale certificate. Applicable state sales tax will be collected for residents of, or any bidder who desires to ship their items to, Arizona, California, Colorado, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wisconsin. Sales tax regulations are ever changing, and sales made within this auction may require the collection of state sales or use tax post-auction in accordance with such regulations for states not listed above. If you are a resident of, or desire to have your items shipped to, a state not listed above, we encourage you to contact REA for a complete understanding of the sales tax implications surrounding your purchase.

16. A 20% buyer’s premium will be added to all winning bids. For example, should a bidder win a lot for $1,000, the actual cost will be $1,200 (plus postage, insurance and tax, if applicable).

17. Grading, condition, authenticity, and warranty of lots: There is a subjectivity to grading – especially the grading of cards. Commercially reasonable efforts are made to verify the condition of each lot as it is described. REA carefully scrutinizes material accepted for auction and, when it deems necessary, by leading authenticators. REA provides no representation or warranty that any auction item with an REA grade will receive exactly the same grade, or even be accepted for grading, by any third-party grading service. Similarly, bidders acknowledge and agree that every card graded by one third-party grading service may not receive exactly the same grade by another third-party grading service. Robert Edward Auctions submits many cards for professional grading each auction. Occasionally a lot description will include the words “we have submitted,” which is intended to be taken literally and give bidders great confidence that REA has not “done anything” to the cards to alter or otherwise improve their appearance and ultimate grade. No warranty, whether expressed or implied, is made with respect to any grade, condition, or other description of condition can vary, even among experts. Robert Edward Auctions utilizes a third-party authentication process for some cards, jerseys, and gloves, many cards, and all authenticated items. In placing a bid on such items, the encapsulation, documentation, and/or letters supporting the opinion of authenticity that are noted in the description are explicitly deemed acceptable to the bidder. There will always be experts that will have differing opinions. In many cases more than one authentication service has reviewed a given item. In a select few instances, authenticators may disagree on the authenticity of an item, and in any case where Robert Edward Auctions is aware of a disagreement, it will be noted in the description. Due to time constraints associated with the catalog production schedule and individual authenticators’ schedules, not all autographed items in this auction could be reviewed by every authenticator contracted by REA. The absence of a LOA or pre-certification from a specific authenticator on any given lot should not at all be interpreted as a failure by that authenticator to approve the autographs contained within that lot. Rather, all applicable authentication information is available on each specific lot. If any bidder should desire REA to show an item or group of items to his or her authenticator of choice, every effort will be made to accommodate such a request prior to the close of the auction. Robert Edward Auctions does not warrant authenticity of any material that is accompanied by a Letter of Authenticity, or its equivalent, from an independent third-party authentication provider. The bidder shall solely rely upon the warranties of the authentication provider issuing the Letter or opinion, or on the warranties of the authentication provider of the bidder’s choice. All autograph authentication letters are Auction Letters of Authenticity (LOA) as opposed to Full Letters of Authenticity (LOA) unless otherwise noted. Pre-certification is employed by authenticators for some lots, and the winning bidder is responsible for reviewing the individual authenticators’ terms for this service. For information as to the authentication provider’s warranties and policies, the bidder is directed to: James Spence Authentication, LLC, 2 Sylvan Way, Suite 102, Parsippany, NJ 07054, 973-898-1300; Professional Sports Authenticator (PSA and PSA/DNA), 700 East Alton Ave, Suite 4A, CA, 92705, 800-325-1121; Sportscard Guaranty LLC (SGC and SGC Authentic), 951 Yamato Road, Suite 110, Boca Raton, FL 33431, 800-SGC-9212; Beckett Grading Service and Beckett Authentication Service, 4635 McEwen Road, Dallas, TX 75244; MEARS, 1234 East Manitoba St., South Milwaukee, WI 53172; Baseball Card Exchange (BBCE), 2412 US Highway 41, Schaererville, IN 46375; or as otherwise noted by the letters of authenticity by other authenticators accompanying auction lots. REA offers no opinion as to the validity of a grade assigned by any third-party grading service. Since REA cannot examine encapsulated items outside of their holders, they are sold “as is.” REA shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, bidder’s remedy, if any, shall be solely against the certification service certifying the collectible. Robert Edward Auctions is not bound by the opinions of any authenticators, grading services, or experts, nor do the rules governing auctions in any of the publications in which REA may advertise hold precedence over these Terms.
17A. Grading of Framed Items: As always, grading of framed items is presented based on the appearance of the item in the frame. All items that are framed, unless otherwise noted, have not been examined out of their frames. There is always the possibility that a framed item has a condition issue that is not apparent. All framed items are sold “as is,” and the condition of the frame is not taken into account. All reasonable efforts will be made to protect frames against damage in shipping, but the safety of security of the item within the frame is paramount, and REA will not be responsible for damage to frames.

18. Large Autograph Group Disclaimer: When dealing with a single individual auction lot containing many hundreds or thousands of autographed items, these lots are offered with the explicit understanding that it is possible that there may be some percentage which are not authentic. A team of authenticators worked to process the autographed items presented in this auction. When authenticating large lots, such as a collection of 6,000+ signed 3 x 5 cards, or a set of 700+ signed baseball cards, great care has been taken in the authentication process, with all the greater attention focus on any items representing a concentration of value, but it is always possible that on rare occasions a secretarial, stamped, or non-original signature could be missed. Without this disclaimer, as a practical matter, it would not be possible for Robert Edward Auctions to offer such lots at all. All bidders bidding on such lots do so with this understanding, and Robert Edward Auctions shall bear no liability for any items presented within these such lots that ultimately fail authentication by any authenticator(s).

19. All card grading service Population Report information provided in descriptions is as of when the lot was written; it is therefore possible that, in isolated cases, cited Population Report information may not take into account very recently graded cards. Population data only takes into account items certified by the authentication company responsible for the authentication of the described item and will not factor in other certified collectibles from other authenticators unless specifically noted. For example, references to “highest graded” and “one of two,” along with other similar statements, are to be interpreted as “highest graded” by the specific authenticator or “one of two” authenticated by the specific authenticator unless otherwise noted. All price guide information provided in descriptions is as of when the lot was written; it is therefore possible that very recent price guide changes, such as those made regularly to Sports Market Report (“SMR”), will not be reflected. All measurements are approximate.

20. Grading of Autographs: Autographs are graded for boldness and overall quality on a scale of “1 to 10,” with “1” being the lowest quality and “10” being the highest quality. These grades appear in the text of autographed lots, usually in parentheses immediately following the signature name in quotes. These grades are subjective. They are provided as a casual opinion, for the purpose of communicating the quality of signatures, and are not presented as the product of a rigorous scientific process. REA does not guarantee that every signature graded by REA will receive exactly the same grade by any individual or third-party grading service. Statements such as “grading ‘9’” are intended to convey REA’s opinion of signature quality unless expressly indicated that the grade is issued by a third-party authenticator.

21. Complete pre-auction viewing and telephone consultation services are available and encouraged. If necessary, special arrangements can be made to provide enlarged photos or scans by email. All lots are available for inspection by special appointment only. Final viewing is Thursday, March 18, 2022. Consultants are available to provide detailed descriptions by phone prior to the final auction closing date. REA cannot be responsible for the failure of any bidder to avail themselves to this option, and all sales are final once the hammer drops.

22. No retractions of bids are permitted. There is a multi-layer authentication system in place for the placing of bids. Once a bid has been placed, it may not be retracted.

23. ALL SALES ARE FINAL. No returns are accepted.

24. In no event will the liability of Robert Edward Auctions exceed the purchase price paid for any lot. Any issue with an item must be brought to the attention of REA within seven (7) days of receipt of the item. REA SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, PROFITS, OR BUSINESS OF BIDDER OR ITS AGENTS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, THE PURCHASE OF ANY ITEM OR FOR ANY FAILURE OF SELL ANY ITEM FOR ANY REASON, WHETHER OR NOT REA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE MAXIMUM AMOUNT OF REA’S CUMULATIVE LIABILITY FOR ANY LOSSES OR DAMAGES RECOVERABLE BY BIDDER WITH RESPECT TO AN ITEM WILL NOT EXCEED THE WINNING BID AMOUNT FOR THE ITEM.

25. Robert Edward Auctions reserves the right to postpone or delay the auction, for a reasonable period of time, due to any significant, relevant event, which in the sole discretion of REA, makes it inadvisable to hold the auction as scheduled, without recourse from any bidder or prospective bidder.

26. Payment is due within 14 days of notification of lots won. Notification and invoices will be sent by email. (Note: REA does not send hard copies of invoices by mail unless requested in writing). In addition to being sent invoices by email, bidders may access their complete invoices (including shipping and insurance) online within 24 hours of the auction close by logging on to REA’s website and clicking “accounts” on the navigation bar. Please call to prearrange any other type of payment schedule, which if desired must be requested in writing prior to bidding and approved by Robert Edward Auctions in writing. Any bidder who has not paid in full within 14 days of notification without having made prior arrangements for late
payment may have future bidding privileges revoked. REA accepts personal checks. Checks may be held until funds are collected, which can take 5-10 business days. REA also accepts cashier’s checks, certified checks, money orders, wire transfers, or Zelle electronic payment. These forms of payment are registered immediately, and shipment of items occurs as soon as possible, usually within several days. No credit cards or PayPal are accepted.

27. Title to any lot remains with the consignor or Robert Edward Auctions and shall not pass to the successful bidder until the lot is paid for in full. All invoices must be paid in full before items from that invoice are shipped to the successful bidder unless other arrangements are made and agreed to in writing with Robert Edward Auctions. All outstanding invoices must be paid to REA before any items from outstanding or current invoices will ship. Payments will be applied to the oldest invoices first.

28. If a winning bidder does not honor his or her bid with payment in full within 14 days per the auction rules, then it is agreed that Robert Edward Auctions is entitled to 1.5% per month late fee along with a payment of $10 per day per lot from the non-paying winning bidder for storage and insurance of the unpaid lots until the matter is resolved, and that Robert Edward Auctions may, in addition to asserting all remedies available by law, at its sole discretion, (i) sell the given item(s) to an underbidder (without notice to the non-paying bidder), (ii) reoffer the given lot(s) in a future auction, (iii) return the item to consignor upon consignor’s request, (iv) purchase the item itself and make appropriate payment to consignor, or (v) hold the defaulting buyer liable for the entire purchase price. It is explicitly agreed that the non-paying winning bidder will be responsible for any and all losses, damages, expenses, and costs incurred by REA in the collection of auction proceeds, including and not limited to reasonable attorney fees. Non-paying bidders will have future bidding privileges revoked.

29. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms.

30. No third party may rely on any benefit of these Terms, and any rights established under these Terms are personal to the bidder and may not be assigned. Any item description statement made by REA is a statement of opinion and does not constitute a warranty or representation. No employee of Robert Edward Auctions may alter these Terms, and, unless authorized and signed by a principal of Robert Edward Auctions, any alteration is null and void.

31. These Terms and Conditions are a contract under the internal laws of the State of New Jersey and shall for all purposes be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any jurisdiction’s principles of conflicts-of-law. Bidder hereby submits to the exclusive jurisdiction of the courts of the State of New Jersey sitting in Morris County, New Jersey and the Federal District Court for the District of New Jersey for the purposes of all legal proceedings arising out of or relating to these Terms or the transaction contemplated hereby. Bidder irrevocably waives, to the fullest extent permitted by applicable law, any objection that he may now or hereafter have to laying of the venue of any such proceedings brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. In the event REA takes or maintains any action to enforce its rights hereunder and prevails thereafter, bidder shall reimburse REA for its reasonable costs and expenses incurred, including, without limitation, reasonable attorney ‘fees and costs.

32. If any part of these Terms shall be held unenforceable, the remainder of the Terms shall nevertheless remain in full force and effect and, to the extent permissible under applicable law, such unenforceable provision or provisions shall be deemed revised to the minimum extent possible to permit enforcement of such provision on terms as near as possible to such provision as originally drafted. REA’s failure to enforce any right provided herein or to which it is entitled at law or equity will not constitute a waiver of that right or of any other rights to which it is entitled.

33. Bidder acknowledges and agrees that the items are auctioned and sole without warranties or guarantees. REA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE. REA MAKES NO WARRANTY AS TO THE AUTHENTICITY OF THE ITEMS AND DISCLAIMS ALL LIABILITY FOR COUNTERFEIT ITEMS.

34. REA shall not be liable for any delay or for any consequence of any delay in the holding of the auction or the delivery of any items, if such delay shall be due to acts of God, acts of terrorism, acts of a public enemy, changes in law, wars, floods, fires, storms, pandemics, outbreaks, strikes, lockouts, local or national emergencies, significant interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market of services necessary for the performance of any provision hereof, or the happening of any material and reasonably unforeseeable act, misfortune, or casualty by which performance hereunder is delayed or prevented. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance under these Terms or shall otherwise discharge the same), REA’s period for performing its obligations shall be extended by such period (not limited to the length of the delay) as it may reasonably require to complete the performance of its obligation.

End of Terms and Conditions