



CONDITIONS OF SALE

1. The Esperanza Diamond Syndicate (EDS) have placed a minimum reserve based on the conservative valuation placed on this truly unique piece of Americana. The sale of Esperanza will be the form of confidential silent auction, with all bids submitted via email to esperanza@embeediatech.ca. Only the highest bid (value) will be shared between EDS and the participating retailers, with all other information held in the strictest confidence.
2. Except as provided in paragraph 1 above, the highest bidder as determined by EDS shall be the purchaser of the Esperanza. In the case of a disputed bid, the EDS shall have sole discretion in determining the purchaser and may also, at their election (should the minimum reserve not be met), withdraw Esperanza or reoffer Esperanza for sale. EDS shall have sole discretion to refuse any bid, or refuse to acknowledge any bidder.
3. Upon successful bid, Esperanza must be paid for in full within 10 working days from confirmation of successful bid to the participating retailer, who in turn will remit the funds to the EDS.
4. EDS and the participating retailers accept direct deposit or check for payment. Personal checks will be acceptable only if a bank authorization has been received guaranteeing a personal check.
5. If the successful bidder or purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, EDS may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, the Esperanza item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.
6. In no event will the liability of EDS to the successful bidder or purchaser with respect to the Esperanza exceed the purchase price actually paid by such purchaser for such item.
7. Shipping is the responsibility of the purchaser. Upon request, EDS will provide the list of shippers who deliver to destinations within the United States and overseas. Import restrictions from foreign countries are subject to applicable governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer.



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8. All purchases are subject to the applicable sales tax unless the purchaser possesses a sales tax exemption number.
9. Bidding on any item indicates the bidder's acceptance of these terms and all other terms printed within, posted, and announced at the time of sale whether bidding in person, through a representative, by phone, by Internet, or any other absentee bid.
10. These conditions of sale shall be governed by the laws of the State of Arkansas (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against EDS in connection with the transactions contemplated by this agreement shall be brought, in the courts of the State of Arkansas or any federal court sitting therein. The bidder/buyer consents to the exclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.