

# Buying & Bidding Information

## CONDITIONS OF SALE & LIMITED WARRANTY

Prior to bidding, all participants must read the Conditions of Sale & Limited Warranty contained in this catalog that state the terms governing the purchase of wine sold at auction. By participating in an auction, an auction participant agrees to be bound by the Conditions of Sale and Limited Warranty, printed in this catalog.

## ESTIMATES

Catalog lot entries include a description of every lot and an estimated price range that is our opinion of the price expected at auction. Estimates are a guide for bidders and reflect prices recently paid at auction for comparable wines. Each estimate takes into account, among other things, condition, rarity, quality and provenance (history of ownership). Estimates are determined in advance of the sale and are therefore subject to revision. Buyers should not rely upon estimates as a prediction of actual selling prices. Estimates do not include Buyer's Premium or sales tax. Certain lots may be noted with "Estimate on Request" instead of a printed value in the catalog. Please contact a Zachys wine specialist for further information and bidding assistance.

## BUYERS PREMIUM

A 21% Buyer's Premium will be added to the successful bid price of each lot you purchase and is payable by you, together with the applicable sales tax which is applied to the total cost of your purchase, as stated in the Conditions of Sale located in this catalog.

## RESERVES

Unless otherwise indicated, all lots are sold subject to a reserve. A reserve is the confidential minimum price established between Zachys and the consignor. This confidential amount is the value below which a lot will not be sold. The reserve will not exceed the low estimate for the lot. If any lot in the catalog is not subject to a reserve, the lot will be identified by the symbol (▲) next to the lot number.

## EXAMINATION OF WINES

Prospective Buyers are invited by appointment to examine any lots prior to the auction at our temperature-controlled warehouse. Please contact our specialists at 914.448.3026 to set up an appointment.

## BIDDER REGISTRATION

Prospective Buyers are asked to supply a bank reference to register for the auction. To avoid delay in the release of purchases, please pre-arrange check or credit approval through our Finance Department at 914.874.8039. All bidders who wish to attend the auction are asked to pre-register for a paddle at least two days in advance of the auction. If you plan to attend the auction, a Pre-Registration form is provided in this catalog or at zachys.com. Complete and fax the form to 914.206.4544 at least two days prior to the auction. Bidders should arrive at least 30 minutes before the sale to retrieve a paddle.

## BIDDING

Lots are auctioned in consecutive numerical order, as they appear in the catalog. The auctioneer will accept bids from those present in the saleroom, absentee bidders participating by telephone, online or by written bid left with Zachys at least 48 hours prior to the first session of the auction, or live over the internet. The auctioneer may also execute bids on behalf of the consignor's reserve, however, under no circumstances will the auctioneer place any bid on behalf of the consignor at or above the reserve. The auctioneer will not identify bids placed on behalf of the consignor.

## PARCEL LOTS

A parcel is a sequence of lots carrying the same estimates and consisting of the same type, quantity and bottle size. In this sale the buyer of the first lot of a parcel will have, at the discretion of the auctioneer, the option to take any or all further lots in the parcel for the same price. If the option is not exercised on all lots in the same parcel, the auctioneer will open bidding on the next unsold lot and offer the buyer of that lot the option to take any or all of the remaining lots in the parcel sequence. Bidding shall continue in the same manner until all lots in the parcel have been offered and declared sold or unsold by the auctioneer.

*\*\*The option to take a specified number of Parcel Lots is currently unavailable to Live Online Bidders. If there is a parcel that you would like to bid on with the option of taking multiple lots at the same price, please submit these bids separately to auction@zachys.com or (914) 448-3026. Please be sure to include your NextLot paddle number and full contact information.*

**Please note: Zachys offers the following services as a convenience to clients, and although we will make every effort, Zachys will not be held responsible for error or failure to execute bids.**

## ABSENTEE BIDS

If you are unable to attend the auction in person and wish to place bids, you may give Zachys instructions in writing to bid on your behalf. Our representatives will then try to purchase the lot or lots of your choice for the lowest price possible, taking into account the reserve price and other bids. This service is free and confidential. To place absentee bids, use the form provided herein or at zachys.com. Be certain to accurately record the lot numbers and the highest hammer price you are willing to pay for the lot. Please note: Your bid amount does not include Buyer's Premium or applicable sales tax. Buyer's Premium and applicable sales tax will be added to the hammer price of each lot.

Absentee bids must be submitted in consecutive numerical order, or they will not be executed. In addition, please use the bid increments included on the absentee bid form. If bids are submitted incorrectly, we will round your bid down to the lower increment. Please place your bids as soon as possible and at least 24 hours prior to the start of the first session of the auction. In the event of identical bids, the earliest bid received will take precedence.

## PLACING TELEPHONE BIDS

Prospective Buyers may bid by telephone during the sale provided that bids are accepted only at Zachys' discretion and at the prospective Buyer's risk. Because of limited phone lines in the saleroom, Zachys must confirm arrangements for this service as soon as possible and at least 48 hours prior to the start of the first session of the auction. At Zachys discretion, telephone bids may be limited to lots with a value above \$2,000. At Zachys discretion, telephone bids may be recorded. By bidding on the telephone, prospective purchasers agree to be bound by the Conditions of Sale & Limited Warranty.

## ONLINE BIDDING

By registering, placing absentee bids, or bidding live on the internet, Bidder becomes bound to terms and conditions and limited warranty printed in the catalog for this sale. Zachys assumes no responsibility for disputes or errors arising from live online bid activity. In the event of a dispute, the auctioneer's declaration of winning bid and paddle number shall take precedence. **In the event of communication delays or failures, the auction will not be stopped. Live online bidders should consider providing Zachys with emergency absentee bids.**

### SALES TAX

Purchases picked up or delivered within the state of New York, California or Nevada are subject to sales or compensating use tax. Buyers are required to pay any state and local sales and use tax which may be due, as well as any applicable use tax of another state which Zachys may be required by law to collect. New York, California or Nevada sales tax is charged on the successful bid price, Buyer's Premium, and any other applicable charges on any other property picked up or delivered in New York State, California, or Nevada regardless of the state or country in which the Buyer resides or transacts business, unless Buyer has a valid exemption there from. All such taxes shall be paid by Buyer at the time of payment of the purchase price. Buyers claiming exemption from sales or use tax must provide Zachys with documentation, which, in Zachys opinion, is satisfactory evidence of such exemption, prior to the release of property to the Buyer. Buyers claiming such exemption who are licensed dealers of alcoholic beverages, or who hold New York State Liquor Authority Licenses, California ABC licenses, or Nevada Resale Licenses must submit Resale Certificates and copies of their valid New York State Liquor License, California ABC licenses, or Nevada resale licenses to Zachys prior to the release of property. All questions regarding sales tax and exemptions should be directed to Dick Trauner at 914.874.8039.

If Zachys is selling lots as agent for an organization, which holds a State of New York, California or Nevada Exempt Organization Certificate, the lot will be marked with the symbol (\*). Accordingly, no sales tax is due on the purchase price of any of the foregoing lots if the wine is picked up or delivered in the State of New York, California or Nevada. It is the Buyer's responsibility to ascertain and pay all taxes due.

### OWNED OR GUARANTEED PROPERTY

Zachys offers property consigned by others for sale at public auction. Occasionally, lots are offered which have in the course of the sale process become the property of Zachys. These lots are identified with the symbol (■) next to the lot number. On rare occasions Zachys may guarantee a minimum price to the consignor of property. Such lots are identified in the catalog by the symbol (◆) next to the lot number. Guaranteed lots may also be sold subject to a reserve.

### SUCCESSFUL BID

The fall of the auctioneer's hammer indicates the final bid, at which time the Buyer assumes full responsibility of the lot. Successful bidders will be notified and invoiced within a few days of the sale. Successful Buyers will pay the price of the final bid plus **21% Buyer's Premium** plus any applicable taxes for each lot purchased.

### PAYMENT

Buyers are expected to pay for purchases within 14 calendar days of the auction. At the end of this 14 day period, Zachys reserves the right to charge the Buyer's credit card on file for any amounts still due. Payments received after this 14 day period will be subject to a 2% per month late charge. In addition, any payments in default after 21 days will incur a penalty equal to 3% of the purchase price. Additional late fees equal to 3% of the total purchase price may be charged for every 14 days past the initial 21 day period. Payment can be made by credit card, check, money order, bank wire transfer or cash. Cash payments will only be accepted at the Zachys Wine and Liquor retail store. Please submit the collection and delivery form to expedite payment and delivery for auction purchases. Auction purchases will not automatically be shipped.

For Hong Kong Auctions, payment will be accepted in both Hong Kong Dollars and United States Dollars. To avoid delays in the release of your purchases, potential Buyers are requested to supply bank references prior to the auction. Buyers wishing to make payment by credit card must present the card in person at or prior to the auction. All charges are subject to acceptance by Zachys and the applicable credit card company. Zachys will accept Visa, MasterCard, Discover and American Express. The maximum allowed to be charged on credit cards is limited to \$10,000. However, Zachys reserves the right to charge credit cards should payment be past the due date and to immediately assess a 3% late penalty charge.

In the event a charge or check is not accepted by the appropriate financial institution, Buyer remains liable for all amounts owed on date due.

Buyers wishing to pay for purchases via wire transfer should direct funds to:  
JP Morgan Chase Bank  
White Plains, NY  
Account # 789810488  
ABA # 021000021

When paying by wire transfer, please be sure to reference the invoice number in the details field.

### COLLECTION OF PURCHASES

Buyers are expected to remove their property within 14 calendar days of the auction. Please refer to the page on Collection & Delivery of Wine in the catalog for specific collection information in this catalog.

### SHIPPING & COLLECTION

For your convenience, Zachys Collection & Delivery Form is located in this catalog. It is the Buyer's responsibility to pick up purchases or make shipping arrangements within 14 calendar days of the auction. After payment has been received, we can assist in the arrangement of packing, transit insurance and shipping at the Buyers expense and request.

### EXPORT/IMPORT PERMITS

Wine sold at auction may be subject to laws governing export from the US and import restrictions of foreign countries. Buyers should always check whether an export license is required before exporting wine. It is the Buyer's sole responsibility to obtain any relevant export or import license. A delay in obtaining licenses shall neither justify the rescission of any sale nor excuse delay in providing full payment for the lot. Local laws may prohibit the import of some property in the country of importation; no such restriction shall justify the rescission of any sale or delay in making full payment for the lot.

### DELIVERY RESTRICTIONS

Bidders are also reminded that various states and certain countries impose limitations on the quantity of alcoholic beverages which may be purchased and brought into their jurisdiction by a purchaser from another state or country, without requiring the purchaser, a consignor or shipper to possess certain licenses or permits. Zachys shall not as a condition of sale assume any obligation nor bear any responsibility whatsoever for applying for or obtaining any permits or licenses in the event the quantity purchased exceeds said limitations. Therefore, all bidders are strongly advised to investigate the possibility of such limitations and to determine the manner in which alcoholic beverages shall be brought into the state or country so as to comply with all local requirements.

### AUCTION RESULTS

To obtain results for the auction, please refer to [www.zachys.com](http://www.zachys.com)

# Conditions of Sale & Limited Warranty

These Conditions of Sale & Limited Warranty, together with any Glossary which may appear in these catalog pages, are Zachys and the Consignor's entire agreement with the Buyer with respect to the property listed in this catalog. The Conditions of Sale & Limited Warranty and all other contents of this catalog may be amended by posted notices or oral announcements made during the sale. The property will be offered by Zachys as agent for the Consignor, unless the catalog indicates otherwise. By participating in an auction, you agree to be bound by these terms and conditions

## CONDITIONS OF SALE

**1**  
The authenticity of property listed in the catalog is guaranteed only as stated herein and otherwise all property is sold "AS IS" without any representations or warranties by Zachys or the Consignor as to merchantability, fitness for a particular purpose, correctness of catalog, description, size, quality, condition, rarity, importance, provenance, exhibition history, literature, previous storage conditions or historical relevance of any property. No statement set forth in this catalog, made at the auction or in the bill of sale, posting, announcement or otherwise, whether oral or written, shall be deemed such a warranty, representation or assumption of liability. Zachys and the Consignor make no representations and warranties, express or implied, as to whether the Buyer acquires any copyright or other reproduction rights in any property. Neither Zachys nor the Consignor is responsible for errors or omissions in the catalog, glossary or any supplemental material. Prospective bidders are invited to inspect the property before bidding.

**2**  
The purchase price payable by the Buyer will be the sum of the final bid price plus the Buyer's Premium and Guarantee, together with any applicable sales or compensating use tax. The Buyer's Premium is 21% of the final bid price.

**3**  
Zachys reserves the right to withdraw any property before or at the sale and shall have no liability whatsoever for such withdrawal.

**4**  
Zachys reserves the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the Buyer. In the event of any dispute between bidders, or any other issue with respect to the bidder, the auctioneer will have absolute discretion to determine the successful bidder, to continue the bidding, to cancel the sale or to re-offer and resell the property in dispute. If any dispute arises after the sale, Zachys' sale record is conclusive.

**5**  
Although at Zachys' discretion, Zachys may execute absentee bids (written bids left with Zachys prior to the sale) or may accept telephone bids as a convenience to clients who are not present at auction, Zachys is not responsible for failing to execute such bids or for any errors or omissions in connection therewith.

**6**  
Unless otherwise indicated, all lots in this catalog are offered subject to a reserve, which is the minimum price the Consignor is willing to accept and below which the lot will not be sold. This amount is confidential and will not exceed the low pre-sale estimate. Lots not subject to a reserve are identified with the symbol (▲) next to the lot number. Zachys shall act to protect the reserve by bidding through the auctioneer. The auctioneer may open bidding on any lot below the reserve by placing a bid on behalf of the Consignor. The auctioneer may continue to bid on behalf of the Consignor up to the amount of the reserve, either by placing successive bids or by placing bids in response to other bidders.

**7**  
Title to the offered lot passes to the Buyer upon the fall of the auctioneer's hammer and the announcement by the auctioneer that the lot has been sold, subject to compliance by the Buyer with all other Conditions of Sale. The Buyer will be charged a Guarantee at a rate of one percent (1%) of the final hammer price plus the buyer's premium of the Products being purchased at Auction in respect of insurance coverage. Under the Guarantee, wines will be protected solely against breakage, theft or fire as covered by Zachys' insurance while stored in Zachys' warehouse. It is the buyer's responsibility to assure that the stated value is current as Zachys' will only pay the lesser of the actual

cash value or the stated value as covered by Zachys' insurance company. If Buyer elects to decline Guarantee, Buyer thereupon assumes full risk and responsibility for the lot and shall immediately pay the full purchase price or such part, as Zachys, in our sole discretion, requires.

**8**  
No lot may be removed from Zachys premises until the Buyer has paid the purchase price in full plus all other fees and taxes and has satisfied such terms, as Zachys, in our sole discretion, shall require. All payments are payments on account until all invoices and all balances due are paid in full. Upon receipt of full payment, Zachys will issue a Release Order, which must be presented in order for Zachys to release purchases made at auction. Subject to the foregoing, all lots are to be paid for no later than 4:30pm of the fourteenth calendar day following the sale, and removed from Zachys' premises at the Buyer's expense no later than 30 days after the date of sale. If payment is not made within 14 days of purchase, Zachys reserves the right to a late charge of up to 2% per month of the total purchase price, in addition to any other rights and remedies available by law to Zachys. In addition, any payments in default after 21 days will incur a penalty equal to 3% of the purchase price. Additional late fees equal to 3% of the total purchase price may be charged for every 14 days past the initial 21 day period. If not so removed, Zachys may transfer such property to a public warehouse for the account, and at the risk and expense, of the Buyer. If a lot has not been collected within 30 days of the date of sale and Zachys does not transfer the uncollected property to a public warehouse, the Buyer will be liable to Zachys for interest, storage, and handling charges of \$1.75 per day for each lot.

**9**  
Zachys is not responsible for acts or omissions by itself or others in packing or shipping whether or not the carrier or packer is recommended by us. Packing and handling of purchased lots are at the entire risk of the Buyer. If Zachys arranges and bills for such services via invoice or credit card, Zachys will include an administration charge.

**10**

If the Buyer fails to comply with any of these Conditions of Sale, the Buyer will be in default and Zachys may avail itself of all remedies available by law, including, without limitation, the right to (i) hold such defaulting Buyer liable for the purchase price including all fees, charges and expenses, (ii) cancel the sale of that lot and any other property sold to Buyer, (iii) resell the property without reserve at public auction or privately on seven days' notice to the Buyer, (iv) pay the Consignor an amount equal to the net proceeds payable in respect of the amount bid by the defaulting Buyer and then resell the property to a third party without reserve at public or privately on seven days' notice to such Buyer and (v) take such other action as Zachys deem necessary or appropriate. If Zachys resells the property pursuant to clause (iii) or (iv) above, the defaulting Buyer shall be liable for the payment of any deficiency between the purchase price and the price obtained upon resale pursuant to clause (iii) and (iv) above and all costs and expenses, including, without limitation, warehousing, the expenses of both sales, reasonable attorneys' fees, commissions, incidental damages and all other charges due hereunder. In the event that such Buyer pays a portion of the purchase price for any or all lots purchased, Zachys shall apply the payment received to such lot or lots that Zachys, in our sole discretion, deem appropriate. Any Buyer who fails to comply with these Conditions of Sale will be deemed to have granted us a security interest in, and Zachys may retain as collateral security for such Buyer's obligation to us, any property in our possession owned by such Buyer. Zachys shall have the benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held.

Payment will not be deemed to have been made in full until we have collected good funds. In the event the Buyer fails to pay any or all of the total purchase price for any lot and Zachys nonetheless elects to pay the Consignor any portion of the sale proceeds, the Buyer acknowledges that Zachys shall have all of the rights of the Consignor to pursue the Buyer for any amounts paid to the Consignor, whether at law, in equity, or under these Conditions of Sale.

Notwithstanding any other terms of these

Conditions of Sale, if within 3 days of receipt of the wine, Zachys has received from the original Buyer of any property notice of a claim in writing that any lot is short or has suffered breakage, then Zachys in their sole discretion will decide any such claim as between the Consignor and the Buyer and may rescind the sale and refund the purchase price received.

The benefits of this provision are not assignable and shall be applicable only to the original Buyer of the lot and not to subsequent assigns, buyers, heirs, owners or other who have or may acquire an interest therein.

The Buyer's sole and exclusive remedy against Zachys and the Consignor under this provision shall be the rescission of the sale and the refund of the original purchase price paid for the lot. This remedy shall be in lieu of any other remedy which might otherwise be available to the Buyer as a matter of law or at equity, and neither Zachys, nor the Consignor shall be liable, in whole or in part, for any special, incidental or consequential damages, including, without limitation, loss of profits.

**11**

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed by and interpreted in accordance with the laws of the State of New York. By participating in an auction, whether present in person or by agent, by absentee bid, telephone or other means, the Buyer shall be deemed to have consented to the exclusive jurisdiction of the State Courts of, and the Federal Courts sitting in, the State of New York. The Buyer expressly agrees that (i) neither Zachys nor the Consignor shall be liable, in whole or in part, for any special, indirect or consequential damages, including, without limitation, loss of profits, and (ii) the Buyer's damages are limited exclusively to the original purchase price paid for the lot.

**12**

All offers and sales of wine by Zachys are subject to the local laws governing the sale of alcoholic beverages in the state that the auction takes place.

**13**

New York State law requires that Buyers of alcoholic beverages must be at least 21 years of age.

**14**

Zachys does not ship wines. As an accommodation to Buyers, Zachys may arrange to have property packed, insured and shipped at Buyers expense, but Zachys shall have no liability or obligation for shipping wines. Most states regulate the shipment of wines into their state. Some states require a Buyer, Consignor or shipper to possess certain licenses or permits, while other states have a strict prohibition on such shipments. In addition, various states impose limitations on the quantity of alcoholic beverages, which may be purchased and brought into its jurisdiction from another state. Zachys makes no representation, and assumes no obligation, as to the legality of shipment of alcoholic beverages into any state. Zachys urges all Buyers to investigate and understand the wine shipping laws and regulations of the state to which they intend the wine to be shipped prior to the purchase of wines at auction.

**15**

In the event any one or more of the provisions of this Agreement is determined to be invalid or unenforceable in any respect, the validity and enforceability of all remaining provisions hereof shall not in any way be affected or impaired.

# Additional Catalog Notes for Bidders



## Level/Ullage Descriptions & Interpretations

- BN **BOTTOM NECK:** perfectly good for any age of wine. Outstandingly good for a wine of 10 years in bottle, or longer.
- TS **TOP SHOULDER:** normal for any claret 15 years old or older.
- US **UPPER-SHOULDER:** slight natural reduction through easing of cork and evaporation through cork and capsule. Usually no problem. Acceptable for any wine over 20 years old. Exceptional for pre-1940 wines.
- MS **MID-SHOULDER:** probably some weakening of the cork and some risk. Not abnormal for wines 30/40 years of age. Estimates usually take this into account.
- LS **LOW-SHOULDER:** risky and usually only accepted for sale if wine or label is exceptionally rare or interesting. Always offered without reserve and with low estimate.

Because of the slope of shoulder it is impractical to describe levels of Burgundy-shaped bottles as mid-shoulder, etc. Wherever appropriate the level between cork and wine will be measured and cataloged in centimeters.

The condition and drinkability of Burgundy is less affected by ullage than its equivalent from Bordeaux. For example, a 5 to 7 cm. ullage in a 50-year-old Burgundy can be considered normal, indeed good for age, 3.5 to 4 cm. excellent for age, even 7 cm. rarely a risk.

## SPECIAL NOTICES

Though every effort is made to describe or measure the levels of older vintages, corks over 20 years old begin to lose their elasticity and levels can change between cataloguing and sale. Old corks have also been known to fail during or after shipment.

We therefore repeat that there is always a risk of cork failure with old wines and Zachys assumes no responsibility for this.

Under no circumstances can an adjustment of price or credit be made after delivery except under the terms of warranty stated in Paragraph 10 of the Conditions of Sale in this catalog.

Unless otherwise stated, Bordeaux are chateau bottled.

Important note regarding opening of cases and listing levels. It is Zachys' general policy to open all wood cases and to describe levels for vintages prior to 1990. Unless otherwise noted, ullage levels will be appropriate to age.

## TASTING NOTES & COMMENTS

Quotations by Zachys affiliates are marked as follows:

**AM** = Andrew McMurray

**CG** = Craig Ganzer

**DS** = Dave Sutro

**DW** = David Wainwright

**ES** = Eric J Shea, PhD

**FH** = Fritz Hatton

**JG** = Julia Gilbert

**JR** = Jonathan Read

**JZ** = Jeff Zacharia

**MC** = Matthew Chung

**MJ** = Michael Jessen

**SK** = Sean Kobbe

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Quotations marked **BH** are by Allen Meadows from [www.burghound.com](http://www.burghound.com).

Quotations marked **CC** are from 'Cote d'Or', copyright 1997, 'The Vine' publication by Clive Coates, or 'Grand Vin', copyright 1995.

Quotations marked **IWC** are from International Wine Cellar, published by Stephen Tanzer.

Quotations marked **JBG** are from 'View From the Cellar' by John Gilman, copyright 2006-2010, available from [jbgilman@ix.netcom.com](mailto:jbgilman@ix.netcom.com).

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Quotations marked **RN** are from 'The Great Domaines of Burgundy' by Remington Norman, published by Henry Holt & Company, 1st American edition 1993.

Quotations marked **RP** are by Robert M. Parker, Jr. from 'Wines of the Rhone Valley' written by Robert M. Parker, Jr. published by Simon & Schuster, copyright 1997; 'Bordeaux' written by Robert M. Parker, Jr. published by Simon & Schuster, copyright 1998; 'Parker's Wine Buyer's Guide' or 'The World's Greatest Wine Estates', published by Simon & Schuster, copyright 2005.

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# Collection, Delivery & Storage of Wine

## **NEW YORK FINE WINE STORAGE**

Wine purchased at auction is stored at New York Fine Wine Storage (NYFWS) located in White Plains, New York. The 15,000 square foot warehouse is equipped with a state-of-the-art alarm system that is monitored 24 hours a day, 7 days a week. A 50-ton refrigeration system insures an ideal temperature, and all wines are protected with a temperature alarm system, as well as a backup generator. Rates are competitive and the merchandise will not have to be moved to another location.

For further information, please call Zachys at 914.723.0241.

Purchases will be stored free of charge for the first 30 days after the auction from which the wine is purchased. After 30 days, clients will automatically be billed for any future storage with NYFWS.

## **DIRECTIONS TO NEW YORK FINE WINE STORAGE AND ZACHYS WINE & LIQUOR**

Please visit our website at [www.zachys.com](http://www.zachys.com) for directions.

## **PICKUP**

Wines can be picked up from the Zachys Auction Warehouse or Zachys Wine and Liquor, Inc. between the hours of 9 a.m. and 5 p.m. Monday through Saturday, provided that payment for the lots has been received. Buyers can arrange to collect their wine by appointment by phoning Zachys at 914.448.3026. Please provide at least 72 hours notice before coming to collect your wines.

## **DELIVERY**

Once payment has been received, arrangements can be made to deliver the wines to the Buyer. Purchases will not automatically be shipped. Please fax the Collection & Delivery Form (found in this catalog) to 914.206.4544. For further information, or collection and delivery assistance, please call 914.448.3026 or email [auction@zachys.com](mailto:auction@zachys.com)

Original wooden cases and original cartons, when available, will be shipped automatically at \$10 per case, unless instructed otherwise.

Bidders are also reminded that various states impose limitations on the quantity of alcoholic beverages which may be purchased and brought into their jurisdiction by a purchaser from another state, without requiring the purchaser, a consignor or shipper to possess certain licenses or permits. Zachys makes no representation, and assumes no obligation, as to the legality of shipment of alcoholic beverages into any state. Most states regulate the shipment of wines into their state. Some states require a purchaser, consignor or shipper to possess certain licenses or permits, while other states have a strict prohibition on such shipments. Zachys urges all Buyers to investigate and understand the wine shipping laws and regulations of the state to which they intend the wine to be shipped prior to the purchase of wines at auction.

Zachys can assist you in making arrangements to have the wine purchased at auction shipped through the appropriate channels. All shipments will be subject to a 1% Guarantee charge (2% for international shipments). It is important to note that this Guarantee covers only breakage or loss. Zachys and its forwarding agents cannot be held responsible for any other changes to the wines during shipment. To insure the safety of the wines, it may be required in some shipments for the wines to be repacked in protective shipping containers and the wooden cases shipped separately at an additional charge. Guaranteed coverage does not cover confiscation by any government or law enforcement agency as a result of alleged violations of applicable laws by sellers or bidders.

Loss or breakage resulting from delivery transportation must be reported to Zachys in writing within three days of delivery of the property, which must be examined in the presence of the carrier on arrival.

A lot can be delivered to one address only. Any lots that are split into two or more parts for multiple deliveries or pickups shall be subject to a \$25 service charge per split, per lot.

## **DELIVERY CHARGES**

Tri-State (NY, NJ, CT) deliveries range from \$15-\$25 per case

Common Carrier (FedEx, UPS) Ground Service range from \$25-\$50 per case based upon zip code

Second Day Air (FedEx, UPS) range from \$50-\$110 per case based upon zip code

Next Day Air Service (FedEx, UPS) range from \$85-\$125 per case based upon zip code

Private Carrier in Temperature Controlled Truck, ask for quotation which will be based upon quantity and destination to be shipped

Customer Pickups can be arranged for either our warehouse in White Plains or at Zachys in Scarsdale, NY

Zachys is not responsible for any acts or omissions of any shipper, including, without limitation, any packing, shipping or delivery of purchased lots.

## **ZACHYS CONSOLIDATED TRUCK**

Zachys now offers consolidated shipments between Los Angeles and New York several times per season. Please contact Walker Strangis at 914.448.3026 or [wstrangis@zachys.com](mailto:wstrangis@zachys.com) for further information.

**Adult signature is now required for all shipments.**



# Bidder Pre-Registration Form

If you plan to attend the auction, please fill out this form and fax it to 914.206.4544 at least two business days prior to the first session of the auction. Please refer to Conditions of Sale printed in the catalog for this sale.

SALE 1005NY

MAY 21, 2010

**INVOICE INFORMATION\***: Please note, invoice details cannot be changed once registered.

Upon check-in at the auction, kindly provide a business card to the Zachys registration staff so as to expedite the handling of your registration.

NAME (AS IT WILL APPEAR ON THE INVOICE)

STREET ADDRESS CITY STATE ZIP CODE COUNTRY

DAYTIME TELEPHONE FAX NUMBER EMAIL ADDRESS

## SHIPPING ADDRESS (Required for tax purposes)

Purchases will not be shipped automatically. Please fax the **Collection & Delivery Form** to 914.206.4544 in order to arrange for payment and expedite the shipment of your purchases. For further information, please call 914.448.3026 or email auction@zachys.com

Same as invoice address  Address if different from above

NAME (AS IT WILL APPEAR ON THE INVOICE)

STREET ADDRESS CITY STATE ZIP CODE COUNTRY

DAYTIME TELEPHONE FAX NUMBER EMAIL ADDRESS

## CREDIT INFORMATION

Buyers are expected to pay for purchases within 14 calendar days after the auction. At the end of this 14 day period, Zachys reserves the right to charge the Buyer's credit card on file for any amounts still due. All amounts remaining due after this 14 day period will be subject to a 2% per month late charge. In addition, any payments in default after 21 days will incur a penalty equal to 3% of the purchase price. Additional late fees equal to 3% of the total purchase price may be charged for every 14 days past the initial 21 day period. Please submit the collection and delivery form to expedite payment and delivery for purchases. Auction purchases will not automatically be shipped.

To avoid delays in the release of your purchases, potential Buyers are requested to supply bank references prior to the auction. All charges are subject to acceptance by Zachys and the applicable credit card company. Zachys will accept Visa, MasterCard, American Express and Discover. Credit Card purchases may not exceed \$10,000.

In the event a charge or check is not accepted by the appropriate financial institution, Buyer remains liable for all amounts owed on the dates due.

PLEASE CHARGE MY CARD FOR PURCHASES UP TO \$10,000 AUTOMATICALLY AFTER THE SALE.

Driver's License  Amex  Visa  MC  Social Security  Passport  Other \_\_\_\_\_

NUMBER EXPIRATION DATE

NAME AS IT APPEARS ON CARD BILLING ADDRESS FOR CREDIT CARD

BANK NAME CONTACT BRANCH

ACCOUNT NUMBER TELEPHONE

I authorize the above bank to release account information to ZWA.

Approximately how high a credit authorization do you want for this sale? \$ \_\_\_\_\_

I agree that I will bid subject to, and hereby agree to be bound by, the Conditions of Sale printed in the catalog for this and all sales. I further agree that I will not bid, either on my behalf or in my capacity as agent for another, on any lot consigned by me for sale by Zachys Auctions.

SIGNATURE (REQUIRED)

DATE

Initial here if you elect to decline the 1% Guarantee listed in the Terms & Conditions printed in the catalog for this sale.

# Absentee Bid Form

## FAX BIDS BY WEDNESDAY, MAY 19

914.206.4544

## SALE TITLE

The Late Spring Auction

## DATE

Friday, May 21, 2010 at 9:00am EST

## SALE NUMBER

1005NY

## SALE ADDRESS

Smith & Wollensky

Third Avenue and 49th Street, New York City

Zachys is requested to bid on the following lots up to the price stated. All lots are to be purchased at the lowest possible price, subject to other absentee bids and competitive bidding of those in attendance. I understand that if my bid is successful, the purchase price payable will be the sum of the final bid, a Buyer's Premium of **21%** of the final bid, and a 1% Guarantee, together with any state, local or compensating use tax due thereon.

All bids shall be treated as offers made on the terms of the Conditions of Sale found in this catalog.

In the event of duplicate bids, the earliest bid takes priority. Telephoned bids are not recommended and cannot be accepted the days of the sales. **Telephone bids are not accepted on any lots below \$2,000.**

Buyers are expected to pay for purchases within 14 calendar days after the auction. At the end of this 14 day period, Zachys reserves the right to charge the Buyer's credit card on file for any amounts still due. All amounts remaining due after this 14 day period will be subject to a 2% per month late charge. In addition, any payments in default after 21 days will incur a penalty equal to 3% of the purchase price. Additional late fees equal to 3% of the total purchase price may be charged for every 14 days past the initial 21 day period. All payments are payments on account until all invoices and all balances due are paid in full. Submit the collection and delivery form to expedite payment and delivery for auction purchases. Auction purchases will not automatically be shipped.

To avoid delays in the release of your purchases, potential Buyers are requested to supply bank references prior to the auction. All charges are subject to acceptance by Zachys and the applicable credit card company. Zachys will accept Visa, MasterCard, American Express and Discover. Credit Card purchases may not exceed \$10,000.

In the event a charge or check is not accepted by the appropriate financial institution, Buyer remains liable for all amounts owed on date due.

## BIDS MUST BE RECEIVED NO LATER THAN 5PM EST WEDNESDAY, MAY 19.

Bids will be confirmed by fax no later than 8pm EST, Wednesday, May 19.

If you do not receive confirmation, please call 914.448.3026. Bids submitted after this deadline may not be confirmed.

## INVOICE INFORMATION

BILLING NAME (INVOICE DETAILS CANNOT BE CHANGED AFTER THE SALE) CLIENT NUMBER

## ADDRESS

## ADDRESS

CITY STATE ZIP COUNTRY

DAYTIME PHONE FAX (FOR BID CONFIRMATION)

EVENING OR MOBILE PHONE EMAIL ADDRESS

## SHIPPING INFORMATION (Required for tax purposes)

Purchases will not be shipped automatically. Please fax the **Collection & Delivery Form** to 914.206.4544 in order to arrange for payment and expedite the shipment of your purchases. For further information, please call 914.448.3026 or email auction@zachys.com

Same as invoice address  Address if different from above

## NAME

## ADDRESS

CITY STATE ZIP COUNTRY

DAYTIME TELEPHONE FAX NUMBER EMAIL ADDRESS

## CREDIT INFORMATION

Please note that unless indicated below your credit card will not be charged immediately, unless payment is not received within fourteen days after the auction.

**PLEASE CHARGE MY CARD FOR PURCHASES UP TO \$10,000 AUTOMATICALLY AFTER THE SALE.**

NAME OF BANK(S) ACCOUNT NUMBER(S)

NAME OF ACCOUNT OFFICER(S) BANK TELEPHONE NUMBER

CREDIT CARD NUMBER EXPIRATION DATE

We accept American Express, Visa, Mastercard, or Discover.

NAME AS IT APPEARS ON CARD BILLING ADDRESS FOR CREDIT CARD

I authorize the above bank to release account information to ZWA.

I agree that I will bid subject to, and hereby agree to be bound by, the Conditions of Sale printed in the catalog for this and all sales. I further agree that I will not bid, either on my behalf or in my capacity as agent for another, on any lot consigned by me for sale by Zachys.

SIGNATURE (REQUIRED) DATE

Initial here if you elect to decline the 1% Guarantee listed in the Terms & Conditions printed in the catalog for this sale.

Zachys offers this absentee bid service without charge as a convenience and with the understanding that any failure to execute bids or any mistake in so doing cannot be the responsibility of Zachys or its staff.



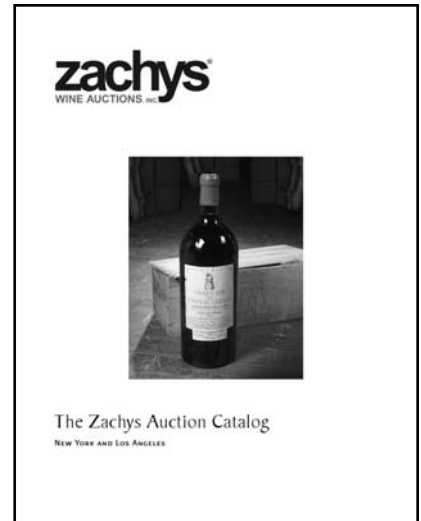
# Catalog Subscription Order Form

Access to some of the world's most wonderful wine cellars, these indispensable guides to forthcoming auctions will be mailed to you as soon as available. Catalogs are generally mailed two weeks prior to the auction.

## PLEASE REPLY TO

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White Plains, New York 10606  
Phone: 914.448.3026, Fax: 914.206.4544  
Email: auction@zachys.com

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Approximately nine annual auctions in New York and Los Angeles
- Single Catalog \$30, International \$40



## SEND CATALOGS TO

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EMAIL ADDRESS

METHOD OF PAYMENT

American Express

Visa

MasterCard

CARD MEMBER NAME

CREDIT CARD NUMBER

EXPIRATION DATE

CARD MEMBER SIGNATURE

BILLING ADDRESS, IF DIFFERENT FROM ABOVE

ADDRESS

CITY

STATE

ZIP