

# Buying & Bidding Information

Prior to bidding, all participants must read the Conditions of Sale 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 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 generally 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 22% Buyer's Premium will be added to the successful bid price of each lot purchased and is payable by Buyer, together with the applicable sales tax which is applied to the total cost of 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. 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 Zachys 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 914.874.8034. 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 Bidder Pre-Registration

Form is provided in this catalog or at zachys.com. Complete and either fax the form to 914.206.4544 or email the form to auction@zachys.com at least two days prior to the auction. Bidders should arrive at least 30 minutes before the scheduled sale of the lot on which they plan to bid 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 provided to Zachys at least 24 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.

Online bidders who purchase the first lot in a parcel will be sent a message requesting that they choose how many additional lots in the parcel they would like to purchase. If an online bidder does not respond to the message, the auctioneer will open the next unsold lot in the sequence.

## Absentee, Telephone & Online Bids

Please note: Zachys offers the following services as a convenience to clients. Zachys is not responsible for any error in connection with or failure to execute, absentee, telephone or online 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 next increment. Please place bids as early 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.

By registering and submitting absentee bids, prospective Buyers agree to be bound by the Conditions of Sale.

## Placing Telephone Bids

Prospective Buyers may bid by telephone during the sale. Telephone 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 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 and may be recorded. By submitting a telephone bid, prospective Buyers agree to be bound by the Conditions of Sale.

## Online Bidding

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 be determinative. 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. By registering and bidding live on the internet, prospective Buyers agree to be bound by the Conditions of Sale.

## Sales Tax

Purchases picked up or delivered within the state of New York, California and New Hampshire are subject to sales 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. Applicable New York, California or New Hampshire 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, California or New Hampshire regardless of the jurisdiction in which the Buyer resides or transacts business, unless Buyer has a valid exemption therefrom. 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 sole discretion and judgment, 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 the requisite New York State Liquor Authority licenses, California ABC licenses or New Hampshire Resale licenses must submit the necessary resale certificates and a copy of their valid New York State Liquor Authority licenses, California ABC licenses or New Hampshire resale licenses to Zachys prior to registering for the sale. All questions regarding sales tax and exemptions should be directed to our Finance Department at 914.874.8034.

If Zachys is selling lots as agent for an organization which holds a State of New York, California or New Hampshire Exempt Organization Certificate, the lot will be marked with the symbol (✳). Accordingly, no sales tax is due on the purchase price of any such lots if the wine is picked up or delivered in the State of New York, California or New Hampshire. 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 for 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 a 22% Buyer's Premium plus any applicable taxes for each lot purchased.

#### **Payment**

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. Payment can be made by credit card, check, money order, bank wire transfer or cash. Please submit the Collection & Delivery Form to expedite payment and delivery for auction purchases. Auction purchases will not automatically be shipped.

For Hong Kong auctions, payment is accepted in both Hong Kong Dollars and United States Dollars. Zachys, in its sole discretion, shall determine the currency exchange rate for all United States Dollar payments with respect to sales conducted in Hong Kong.

To avoid delays in the release of your purchases, prospective 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 per auction. Zachys reserves the right to charge Buyer's credit card and to immediately assess a 3% late penalty charge, should payment be past the due date, notwithstanding that the amount of such charge may 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.

Buyers wishing to pay for purchases via wire transfer should direct funds to:

#### **Zachys Wine Auctions, Inc**

JP Morgan Chase Bank  
8 East Parkway  
Scarsdale, NY 10583  
Acct# 590407406  
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 & Storage of Wine in the catalog for specific collection information.

#### **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, Zachys 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 importation of some property and/or may prohibit the resale 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 jurisdictions impose limitations on the quantity of alcoholic beverages which may be purchased and brought into their jurisdiction by a purchaser from another jurisdiction, 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 or bear any responsibility whatsoever for applying for or obtaining the requisite 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 jurisdiction 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

These Conditions of Sale are Zachys and the Consignor's entire agreement with the Buyer with respect to the property listed in this catalog. The Conditions of Sale 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** This catalog endeavors to describe the property listed herein accurately. However, Zachys and the Consignor shall not be liable for any such description and make no express or implied representation or warranty regarding the origin, physical condition, merchantability, fitness for a particular purpose, correctness of catalog description, size, quality, condition, rarity, provenance, previous storage conditions or historical relevance of any property herein. Zachys further retains the absolute right to amend at any time and in any manner any description of any property contained herein. Classifications in the text are for identification purposes only and based on standard sources. Buyers must make appropriate allowances for natural variations in ullages, conditions of cases, labels, corks and wine. Each statement contained in this catalog and each other statement, whether oral or written, and whether made at an auction or in an advertisement, bill of sale, addendum, posting, notice, announcement or otherwise, is a statement of opinion only and shall not be relied upon by any Buyer or otherwise be deemed a warranty or representation. Images appearing in this catalog or elsewhere are for illustrative purposes only and may not be relied upon to reveal imperfections in any products. Zachys and the Consignor make no representation or warranty, 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 or any supplemental material. Prospective Buyers must satisfy themselves by inspection or other means as to all considerations pertinent to any decision to place any bid. EACH PRODUCT AND EACH LOT HEREIN IS SOLD "AS IS," except as provided herein.

**2** Notwithstanding any other Condition of Sale, provision or disclaimer to the contrary, Zachys agrees to refund the purchase price to the Buyer of any property purchased from Zachys that is not of the vintage or from the producer as was stated in the catalogue or otherwise represented by Zachys, including but not limited to property that is counterfeit or has indicia that it is not authentic sufficient to make the value materially less than if such indicia were not present, provided that the Buyer directly purchased the property from Zachys and returns such property to Zachys within 90 days of the date of delivery of such property to (i) New York Fine Wine Storage, Inc. ("NYFWS") under a storage agreement between Buyer and NYFWS or (ii) the address designated by Buyer.

**3** The purchase price payable by the Buyer will be the sum of the final bid price (the "Hammer Price"), the Buyer's Premium and the Protection Fee, together with any applicable sales tax. The Buyer's Premium is 22% of the Hammer Price. The Protection Fee is 1% of the Hammer Price for all shipments of purchased property.

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

**5** 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.

**6** In its sole discretion, Zachys may accept and execute absentee bids (written bids submitted to Zachys prior to the sale), telephone bids and internet 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.

**7** 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. 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.

**8** 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.

**9** In return for payment of the Protection Fee, purchased wines will be protected solely against breakage, theft or fire as covered by Zachys' insurance while stored in Zachys' warehouse following the auction and prior to the removal of such property from Zachys' warehouse as provided in the provision below. If Buyer elects to decline the protection afforded by the Protection Fee, Buyer thereupon assumes full risk and responsibility for the lot and shall immediately pay the full purchase price or such part of the full purchase price as Zachys, in its sole discretion, requires.

**10** No property may be removed from Zachys' premises until Buyer has paid the purchase price in full plus all other fees and taxes and has satisfied such terms as Zachys, in its 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 4:30 PM of the fourteenth calendar day following the sale, and removed from Zachys' premises at 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 impose a late charge of up to 2% per month of the total purchase price, in addition to any other rights and remedies avail

able by law to Zachys. Any payments in default after 21 days of purchase 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 Buyer fails either to timely remove the purchased lots from Zachys' premises or make timely arrangements with New York Fine Wine Storage to store the purchased lots, Zachys may transfer such property to a public warehouse for the account, and at the risk and expense, of 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, Buyer will be liable to Zachys for interest, storage fees, and handling charges of \$1.95 per month for each lot.

**11**

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 Zachys. Packing and handling of purchased lots are entirely at the risk of Buyer. Zachys may, at the request of Buyer and for an administrative fee, make arrangements for the consolidated shipment by common carrier of the purchased lots, provided that Zachys is not liable in any way therefor.

**12**

If Buyer fails to comply with any of these Conditions of Sale, 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 reasonable 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 auction or privately on reasonable 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 its sole discretion, deems appropriate. Any Buyer who fails to comply with these Conditions of Sale will be deemed to have granted Zachys a security interest in, and Zachys may retain as collateral security for such Buyer's obligation to it, any property in Zachys possession owned by such Buyer. Zachys shall have the benefit of all rights of a secured party under the Uniform Commercial Code or applicable law adopted in the jurisdiction where the auction is held.

**13**

Payment will not be deemed to have been made in full until Zachys has collected good funds. In the event Buyer fails to pay any or all of the total purchase price for any lot within 90 days of sale and Zachys nonetheless elects to pay the Consignor any portion of the sale proceeds, 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.

**14**

Notwithstanding any other terms of these Conditions of Sale, if within 3 days of the date of delivery of the property, Buyer notifies Zachys in writing of a claim that any lot is short, ullaged, or has suffered breakage, then Zachys in its sole discretion will decide any such claim as between the Consignor and Buyer and may rescind the sale and refund all or part of 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 others who have acquired or may acquire an interest therein.

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 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.

**15**

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 bid, internet bid or other means, Buyer shall be deemed to have consented to the exclusive jurisdiction of the State Courts of, and the Federal Courts sitting in, the State and County of New York. Buyer expressly agrees that (i) 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, and (ii) Buyer's damages are limited exclusively to the original purchase price paid for the lot.

**16**

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

**17**

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

**18**

Zachys does not ship wines. As an accommodation to Buyers, Zachys may arrange to have property packed, insured and shipped at Buyer's expense, but Zachys shall have no liability or obligation for shipping wines. Zachys makes no representation, and assumes no obligation, with respect to the legality of shipment of alcoholic beverages into any jurisdiction. Zachys urges all Buyers to investigate and understand the wine shipping laws and regulations of the jurisdiction to which they intend the wine to be shipped prior to the purchase of wines at auction.

**19**

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

# General Catalog Notes



## Level/Ullage Descriptions & Interpretations

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- IN **Into Neck:** Excellent for a wine of any age.
- BN **Bottom Neck:** Excellent for a wine of 10 years or older.
- VTS **Very Top Shoulder:** Normal for any claret 10 years or older.
- TS **Top Shoulder:** Normal for any claret 25 years or older.
- JBTS **Just Below Top Shoulder:** Normal for any claret 30 years or older.
- US **Upper Shoulder:** Slight natural reduction through easing of cork and evaporation through cork and capsule. Very good for any wine over 40 years old. Excellent for pre-1950 wines.
- UMS **Upper Mid Shoulder:** Good for any wine 50-60 years of age.
- MS **Mid Shoulder:** Probably some weakening of the cork. Very good for wines over 50-60 years of age. Estimates usually take this into account.
- LS **Low Shoulder:** Some weakening of cork acceptable if wine or label is exceptionally rare or interesting.

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 are 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 that age; and 3.5 to 4 cm., excellent for that age.

## Label & Capsule Conditions

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Labels and capsules can become soiled, stained, or otherwise marked, especially with wines over 20 years of age. Unless otherwise noted, label conditions will be appropriate for age, but buyers should note that normal staining, discoloration or other conditions may not be noted if such conditions are appropriate for the age of the label. Potential bidders are invited to make appointments to inspect wines personally.

## 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 cataloging 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 as provided in Paragraphs 1 and 13 of the Conditions of Sale in this catalog.

Unless otherwise stated, Bordeaux are chateau bottled.

It is Zachys' general policy to describe levels for vintages prior to 1990. Unless otherwise noted, ullage levels will be appropriate for age.

## Tasting Notes & Comments

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**MJ** = Michael Jessen  
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**SJ** = Stuart Jakub  
**SK** = Sean Kobbe

*Tasting notes are included in this catalog as a courtesy to bidders. Zachys cannot be held responsible for any errors or omissions.*

# 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 provides 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 NYFWS at 914.723.5798.

Purchases will be stored free of charge for the first 30 days after the auction at 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 Wine Auction warehouse or Zachys Wine and Liquor, Inc. store between the hours of 9 AM and 5 PM 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 purchases.

## 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.

Zachys can assist you in making arrangements to have the wine purchased at auction shipped. All shipments will be subject to a 1% Shipping Protection Fee charge (2% for international shipments). This Shipping Protection Fee provides protection against only breakage, theft or fire as covered by Zachys insurance with respect to purchased property packed, shipped and delivered pursuant to arrangements made by Zachys. Zachys and its forwarding agents cannot be held responsible for any other changes to the wines during shipment. Loss or breakage resulting from shipping that Zachys has arranged 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.

To insure the safety of the wines, it may be necessary in some shipments to repack the wines in protective shipping containers and to ship the wooden cases separately at an additional charge.

Buyers are also reminded that various jurisdictions impose limitations on the quantity of alcoholic beverages which may be purchased and brought into their jurisdiction by a purchaser from another jurisdiction, 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 jurisdiction. Zachys urges all Buyers to investigate and understand the wine shipping laws and regulations of the jurisdiction to which they intend the wine to be shipped prior to the purchase of wines at auction. The protection afforded by the Shipping Protection Fee does not cover confiscation by any government or law enforcement agency as a result of alleged violations of applicable laws by Sellers or Buyers.

## Delivery Charges

NY State deliveries range from \$15-\$25 per case.

Common Carrier via FedEx or UPS

Ground service ranges from approximately \$25-\$50 per case based upon zip code.

Second Day Air service ranges from approximately \$50-\$125 per case based upon zip code.

Next Day Air service ranges from approximately \$85-\$150 per case based upon zip code.

## Please Note:

- We are unable to ship via common carrier to Massachusetts.
- We are unable to ship using private common carrier accounts.
- 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.

Private Carrier in Temperature Controlled Truck: Ask for a quotation, which will be based upon quantity and destination.

Customer Pickups can be arranged at either the Zachys Wine Auction warehouse in White Plains or at Zachys Wine & Liquor, Inc. in Scarsdale, NY.

For pickups, any additional packaging and/or handling that is required or requested will be subject to processing fees.

Zachys is not responsible for any acts or omissions of any shipper with whom Buyer, not Zachys, has made arrangements to pack, ship or deliver purchased lots, including, without limitation, any packing, shipping or delivery of purchased lots.

## Los Angeles - New York Consolidated Shipments

Zachys offers temperature controlled consolidated shipments between Los Angeles and New York at a rate of \$35 per case, several times per season. Please contact 914.448.3026 or [logistics@zachys.com](mailto:logistics@zachys.com) for further information.

## Hong Kong - New York Consolidated Shipments

Zachys offers temperature controlled container shipments regularly to Hong Kong following most US sales at a rate of \$75 per case. Price may vary with volume and value of shipment. Please contact the Zachys Logistics Department at 914.448.3026 to inquire.

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

# Collection & Delivery Form

Please note, the wines offered in The La Paulee™ Auction will remain in Zachys' White Plains, NY facility until delivery instructions are received post-sale.

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

## Delivery

To expedite the delivery of your wine, please supply the following information as soon as possible after the auction. A lot can be delivered to one address only.

## Payment

You are expected to pay for your purchases within 14 calendar days of the date of sale. Purchases which have not been paid in full within this time period will be assessed a late charge of 2% per month thereafter. 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 may be made to Zachys Wine Auctions, Inc. by credit card, check, cash, money order or bank wire transfer. Cash payments are only accepted at Zachys Wine and Liquor located at 16 East Parkway in Scarsdale, New York. Once payment is settled, Zachys will be able to release wine to the Buyer.

**Checks should be payable to:**  
**Zachys Wine Auctions, Inc.**  
39 Westmoreland Avenue  
White Plains, NY 10606

*Credit Card charges may not exceed US\$10,000 per auction.*

\_\_\_\_\_  
Today's Date Invoice Number

\_\_\_\_\_  
Name Client Number

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Delivery Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Daytime Telephone

\_\_\_\_\_  
Email Address

Adult signature is now required for all shipments.

## Special Instructions

## Type of Delivery

**Please allow 3-5 business days for delivery instructions to be processed.\***

- Manhattan or Westchester County Delivery (local)
- Common Carrier Ground Service\*
- Second Day Air Service       Next Day Air Service
- Fully licensed temperature controlled trucking (allow 3 weeks)
- Customer Pickup at Zachys Wine Auctions Warehouse, White Plains
- Customer Pickup at Zachys Wine and Liquor, Scarsdale
- Consolidated Shipment to San Francisco (please inquire)
- Consolidated Shipment to Los Angeles (please inquire)
- Consolidated Shipment to Hong Kong (please inquire)

Please indicate pickup date (allow at least 5 business days\*): \_\_\_\_\_

\* **Please Note:** Due to the high volume of shipping requests, we cannot guarantee dates for ground shipments.

\*\* **Please Note:** On the first week after the sale, due to the high volume of requests for shipments, it may take longer than 5 business days for deliveries/pickups to be processed.

## Delivery Instructions

- Transfer to New York Fine Wine Storage account
- Call prior to deliveries (local deliveries only)
- Special instructions
- Ship Original Wooden Cases and/or Original Cartons If Available\***  
\$10 per case. (\*cases will be shipped automatically unless you request that we do not ship your original wooden cases)
- Please do not ship owc**       **Please do not ship oc**

## Payment for purchases\*

- American Express       Visa       MasterCard
- Check       Money Order       Wire Transfer

\_\_\_\_\_  
Credit Card Number Expiration Date

\_\_\_\_\_  
Card Member Signature

\_\_\_\_\_  
Name as it appears on card

\_\_\_\_\_  
Billing address for credit card

## Payment for shipping\*

- American Express       Visa       MasterCard
- Check       Money Order       Wire Transfer

\_\_\_\_\_  
Credit Card Number Expiration Date

\_\_\_\_\_  
Card Member Signature

\_\_\_\_\_  
Name as it appears on card

\_\_\_\_\_  
Billing address for credit card

# 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 1202CA-102

February 23 & 24, 2012

**Invoice Information\*:** Please note, invoice details cannot be changed once registered.

---

**Name (as it will appear on the invoice)** **Client Number**

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**Street Address** **City** **State** **Zip Code** **Country**

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**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

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**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. All payments are payments on account until all invoices and all balances due are paid in full. Please submit the Collection & Delivery Form provided in this catalog to expedite payment and delivery for auction purchases.

To avoid delays in the release of your purchases, prospective 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 and American Express. The maximum allowed to be charged on credit cards is limited to \$10,000 per auction. Zachys reserves the right to charge Buyer's credit card and to immediately assess a 3% late penalty charge, should payment be past the due date, notwithstanding that the amount of such charge may 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    Passport    Other

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**Number** **Expiration Date**

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**Name as it appears on card** **Billing address for credit card**

---

**Bank Name** **Contact** **Branch**

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**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.

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**Signature (required)** **Date**

Initial here if you elect to decline the 1% Protection coverage as described in Paragraphs 3 and 9 of the Conditions of Sale set forth in the catalog for this sale. **Initials:** \_\_\_\_\_

# Absentee Bid Form

## Fax Bids By Wednesday, February 22

914.206.4544

### Sale Title

The La Paulée Auction

### Date

Thursday, February 23, 2012 • 6:00 PM

Friday, February 24, 2012 • 10:00 AM

### Sale Number

1202CA-102

### Sale Address

MICHAEL MINA

252 California Street, San Francisco, CA 94111

RN74

301 Mission Street, San Francisco, CA 94105

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 **22%** of the final bid, and a 1% Protection Fee, together with any state, local or other taxes due thereon.

All bids shall be treated as offers made on the terms of and subject to the Conditions of Sale and Buying & Bidding Information set forth in this catalog.

In the event of duplicate bids, the earliest bid takes priority. Telephoned bids are not recommended and cannot be accepted the day of the sale.

### Telephone bids are generally 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. Please submit the Collection & Delivery Form provided in this catalog to expedite payment and delivery for auction purchases. Auction purchases will not automatically be shipped.

To avoid delays in the release of your purchases, prospective 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, Discover and American Express. The maximum allowed to be charged on credit cards is limited to \$10,000 per auction. Zachys reserves the right to charge Buyer's credit card and to immediately assess a 3% late penalty charge, should payment be past the due date, notwithstanding that the amount of such charge may 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 5 PM Wednesday, February 22.

Bids will be confirmed by fax no later than 5 PM, Wednesday, February 22. 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, except if 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 set forth 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 Wine Auctions.*

**Signature (required)**

**Date**

Initial here if you elect to decline the 1% Protection Fee described in paragraph 8 of the Conditions of Sale set forth in the catalog for this sale **Initials:** \_\_\_\_\_

**Zachys offers this absentee bid service without charge as a convenience and with the understanding that Zachys is not responsible for any failure to execute bids or any errors or omissions in connection therewith.**

