

5-2008

An Assessment of the world wine auction marketplace

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<http://dx.doi.org/10.34917/1651779>

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An Assessment of the World Wine Auction Marketplace

By

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Bachelor of Science
Northern Arizona University
2004

A professional paper submitted in partial fulfillment
of the requirements for the

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May 2008

Abstract
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ABSTRACT

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Part One

Introduction

The fine wine marketplace has exploded in recent years, especially within the United States. Driven from super-heated prices this year [2007], American and European wine auctions sponsored by English-language houses realized at least US\$333,209,438 in revenues this year, up from last year's [2006] US\$242,803,251 (Goldberg, 2007). It should also be noted that Peter D. Meltzer, from Wine Spectator magazine, stated that "worldwide auctions of fine and rare wines rose 25 percent over 2006 to hit a record \$301 million in sales, according to figures just released by the major auction houses" (Meltzer, 2008, P. 128). This charge, especially in the United States, is being led by the two premier auction houses. Acker Merrall and Condit and Zachys both located in New York State have monopolized the auction marketplace within the United States combining for over \$100 million in sales which equates to over a 33% stake in world marketplace. Acker is not new in this realm of setting the market standard.

For the second year in a row, the New York firm of Acker Merrall and Condit led the U.S. pack with \$59.86 million in sales (inclusive of \$3.8 million in Internet Sales).

Not far behind was Zachys, the Scarsdale, N.Y.-based retailer, with revenues of \$44.56 million in New York and \$7.88 million at its Los Angeles location.

Zachys' combined total of \$52.45 million represents a 51% increase over 2006 (Meltzer, 2008, P. 128).

Through the research process there will be multiple types of auctions compared such as fine Art, automobiles, and furniture. The process of organizing a wine auction will be examined

such as obtaining a consignment, qualifying bidders, shipping logistics, live auctions versus internet based auctions will all be examined. The creation of any business is not an easy process but this paper will expose the benefits and detractions from starting a wine auction based company.

Purpose

The purpose of this paper is to explore the world of fine wine auctions and the houses that they take place. This case study will take an in-depth look into the wine auction marketplace through the analysis of recent data from both the United States marketplace and from the European marketplace as well. The idea of creating a wine based auction house will also be explored. In the end the world auction marketplace will be analyzed and an analysis will be given on the creation of a new wine-based auction house.

Statement of problem

The wine auction environment has dramatically changed in the last ten years. The world auction market has risen exponentially and with new world markets emerging such as China, India, and Russia the marketplace is ripe for expansion. Prices are at record levels and along with the financial benefits of the expanding market there are some pitfalls that have recently gained in popularity such as forgeries and misrepresentation of bottles.

Justification

This professional paper will be utilized to better understand the auction marketplace. This understanding will include the steps to creating a wine-based auction house. The alcohol issues within the United States can be extremely confusing and creation of a business is difficult as well. Comprehensive analysis will be done on the process of creating a wine-based auction

house which will include everything from location to obtaining consignments to approving bids and shipping wines.

Constraints

There will be no constraints on the information that will be placed in this professional paper. Allowing any form of constraints could only harm the final outcome of this professional paper. All options should be looked at, analyzed, and then determined if they are applicable to the situation and to the results of this paper.

Glossary

Auction Premium – The amount that is added to the hammer price (also known as the sale price). This is usually a percentage and not a set amount. This varies from auction house to auction house and can range from 0% (no premium) (The Chicago Wine Company, 2008) to a industry high of 21% (Form 4 Rule 11) .

Capsule – A seal that is placed over the neck of a wine bottle. This assists in protecting the cork.

Hammer Price – When an auction lot closes, this is the price that is agreed upon by the purchaser and the auction house. It should be noted that (normally) this is not the final sale price as there is often an auction premium that is added to the hammer price.

Lot – A predetermined item or items that have been grouped together for sale.

Paddle – A card that contains a specific number that is assigned to a specific bidder. If a successful bid is made/accepted the auctioneer will record the paddle number in his or her book for reference purposes on who won the lot.

Provenance – Shows where the auction lot has come from, its storage conditions, and a proof of authenticity.

Ullage – A term used in the wine auction marketplace to describe the distance between the bottom of the cork and where the wine sits in the bottle. For Burgundy shaped bottles the amount of ullage is measured in Centimeters. For Bordeaux shaped bottles the ullage is measured based on descriptions such as Into neck, top shoulder, base neck. Please see Figure 1 located on page 15 for a diagram.

Part Two

Introduction

Diving deeper into the wine auction business there are specific aspects that need to be explored. The process of creating a wine based auction house requires in depth research and a complete understanding of the worldwide auction marketplace. The first step in planning on opening a wine based auction house is to be aware of the legal issues that come along with the sale and resale of any form of alcoholic beverages. The major worldwide wine Auction markets are as follows (in descending order of importance/money realized) The United States of America (New York, California, Illinois, Massachusetts), Europe (London, Geneva, Amsterdam), and the Far East (Hong Kong).

Laws and other Specific Legal Issues

Other than the national drinking age of 21 years of age there are few national drinking laws. With the end of prohibition the federal government placed the majority of alcohol regulation into the hands of each individual state. This is why there is no agreement between the laws of many states regarding shipping regulations, purchase locations, sales on specific dates, and days in which customers are allowed to purchase wines.

Direct sales to customers (Face to Face sales) are easily determined legal through the verification of identification. The majority of auction house sales go to absentee bidders who could potentially never have any form of in person contact with the auction house. One of the major arguments of alcohol based internet sales is the verification of proper identification.

Staff Requirements

As in any business staff is what sets one business apart from another. This is no different within the wine business and is perhaps more essential than it would be in most businesses.

Wine is very similar to hospitality in that many know of it but few know about it on an in depth level that would allow for their education to be passed on in a useful manner. Auction consultants must be able to look at a bottle, assess its accuracy, determine its value, and deal with customers on a professional one-to-one level (J. Kapon, personal communication, March 26, 2008). . Customer service is essential but providing an accurate representation of the product that is being sold/auctioned is even more valuable. Most auction consultants have previously managed private cellars, worked in restaurants as wine stewards or sommeliers, worked in wineries, or worked on the distributor or import level selling or representing wines.

Poppy Davis, the Associate Director of Fine and Rare Wines for Bonhams and Butterfields, is a perfect example of this situation. Poppy previously worked for Sea Smoke Cellars, a central coast based winery, where she was able to have a hands on feel for the wines and translate that experience into her current position at Bonhams and Butterfields (Personal conversation March 15, 2008).

Sommeliers and private cellar managers/consultants are some of the best candidates for auction based positions. These two wine based positions allow for a knowledge base to be obtained through the handling of wine and getting the feel for the specific bottles and having the ability to review each bottle in person. Sommeliers and private cellar managers often are able to taste wines that are unattainable to the majority of the wine buying public. Tasting is often an essential process within the consignment process and having the ability to identify an authentic wine from a fraud is essential when building the reputation of a business, especially a wine auction house. Both tasting as a part of the consignment process and wine authentication will be discussed at length later in this report under the identification of fakes and frauds section.

The previous jobs allow for experience and first hand education to take place however there are some other steps that allow for a greater depth of knowledge to occur. There are two major, internationally recognized, certification programs. Court of Master Sommeliers, a world-wide organization, and The Institute of Masters of Wine which is a United Kingdom based entity. The Court of Master Sommeliers was established to encourage improved standards of beverage knowledge and service in hotels and restaurants (Court of Master Sommeliers). The Institute of Masters of Wine (IMW) exists to promote the highest level of educational achievement for the wine industry, culminating in the internationally recognised qualification of Master of Wine (MW) (The Institute of Masters of Wine, 2008).

Both the Court of Master Sommeliers and the Institute of Masters of Wine are important in the learning process but it is essential to be aware of the differences that these programs provide. The Court of Master Sommeliers is a program that requires proficiency within the service aspect of wine and the knowledge base of wine. The Court of Master Sommeliers program also requires proficiency in beer, liquor, and cigars in addition to wine. The Institute of Masters of Wine allows its participants to focus on wine only. Tasting is an important part of earning the Master of Wine title just as it is in earning the Master Sommelier title however the service aspect that is required in the Court of Master is not a requirement to obtain the MW qualification. This focus on knowledge allows for a certification to be gained by people who are not in direct service related positions to gain recognition. Restaurants and other service based companies often prefer the Court of Master Sommelier certification to the certification from the Institute of Masters of Wine.

The Auction Process

The first step in creating a successful auction is to obtain a product to sale. To do this the recruitment of customers must begin. Wine Auctions can be based on a single individual or seller or can be based on multiple sellers. No matter if an auction is a single seller or dozens of sellers the amount of wine is generally the same as there can only be a finite number of lots auctioned off in the amount of time necessary. Most auctions are multi-seller based and require extra work as wine within a sale can and will often come from different geographic locations within the United States and often from locations within Europe as well. Acker Merrall and Condit uses catchy descriptors before each section that describe that consigners wines. Phrases such as “Property of a longstanding East Coast collector (P. 22)”, “Cutting-edge wines of a cutting-edge collector, featuring many wines hot off the press and also in large format, including numerous 2005 Burgundies. All wines removed from professional storage in bond in London (P. 42).” (Acker Merrall and Condit, March 29, 2008)

Although the wine world spans the globe with major collectors on every continent this is actually a very small group of well connected people. Everybody seems to know who is buying, what they are buying, how many bottles are in a specific collection, and if they are willing to sell a part of their collection. Smaller auction houses must recruit their business and this is often done through their hiring process. People who are a part of a wine auction house often have previous experience within the world and have a created a portfolio of past customers that they can rely on to create an auction. However, larger more established auction houses often have their choice of sellers who are looking to have their auctioned.

Auction houses just as any business are able to set themselves apart by what services they offer to their clients. John Kapon, President and Auction Director of Acker Merrall and Condit (Kapon, n.d.), is fully aware of this and is one of the leaders in the auction marketplace. In an

interview that was done with John Kapon he notes that they offer a complimentary cellar assessment for any potential client and notes that they will do this onsite (fee applies) or through a list sent in by the customer (complimentary). Kapon has also developed a partnership and a close working relationship with a shipping and transportation company that allows for the safe transport of his clients wines (J. Kapon, personal communication, March 26, 2008). Many auction houses will present these benefits in a PowerPoint to their potential clients as to highlight their benefits in hopes of luring that specific client. Sotheby's even has a financial department for their art clients that allows for loans to be taken out before the item or items are sold or against their property. Sotheby's identifies these two types of loans as sale-related loans and term loans.

Sale-related loans

If you own a collection of art you plan to sell, it is possible to obtain funds before the auction. Most of the property we offer for sale, including paintings, furniture, jewelry and other works of art, can be used as collateral for a loan of up to 50% of its low estimated auction value. With this type of loan, you reap the benefits of selling at auction while gaining immediate access to funds. It is our general policy that the minimum loan for such an advance is \$50,000 or the equivalent in another currency. (Sotheby's Financial Services, 2008).

Term loans

If you do not plan to sell your collection but would like to borrow against its value, we can also make it possible for you to obtain funds. Using your fine and decorative art or other valuables as collateral, we can extend a term loan or establish a line of credit of up to 50% of the property's low estimated auction

value. The minimum loan of this type is generally \$500,000 or the equivalent in another currency (Sotheby's Financial Services, 2008).

Another service that wine auction houses often offer is a consulting service. This service, normally for a straight fee or for a guarantee of a specific dollar amount purchased, places the client with a wine specialist/consultant who assists the client in developing a buying strategy. This buying strategy can include purchases through auction or through retail outlets.

Analysis of Wine

Once a client has decided to take their piece of business to a specific auction house their wine will be properly packaged for shipping and then their wine will be transported to that auction houses warehouse. Safe and proper packing allows for the wine to reach the destination intact and the wine also must be transported under refrigerated conditions. Many experts feel that fifty-five degrees Fahrenheit is the optimal storage temperature for wine.

Now that the wine has been delivered and is in control of the auction house the analysis must begin. This analysis will be carried out by skilled staff members who are familiar with the cataloguing process of wine. This process will be discussed later, but is essential to providing accurate information to both the client and to the customer. The analysis of each bottle is a multi-step process. According to John Kapon before he will accept wine from a new cellar (new consigning customer) he will go onsite to the customers cellar location, personally inspect the bottles, and requests that specific bottles be opened up so that he can gauge the provenance and authenticity of the cellar (J. Kapon, personal communication, March 26, 2008). Once the bottles have arrived to the warehouse every bottle will be inspected and during this inspection process the wines will be compared to the report that contains what was supposed to show up and what actually showed up. The labels will be verified and bottle conditions will be noted. Bottle

conditions relate to label condition; if the label is stained, missing, nicked, scuffed, and other bottle conditions include the fill level of the wine in relation to the bottom of the cork, capsule condition, and cork condition. Please see Figure 1 for a fill level description chart. It should be noted that this only applies to Bordeaux shaped bottles. Figure 1 is courtesy of the Acker Merrall and Condit auction book that is included within this report.

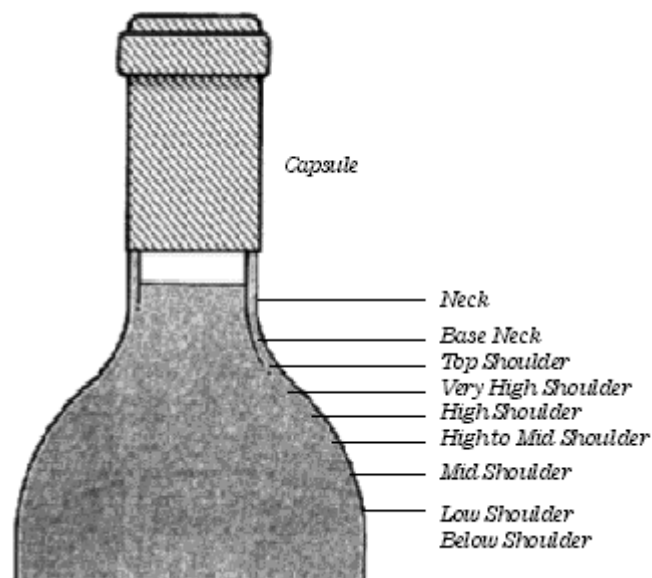


Figure 1 (Acker Merrall and Condit, March 2008. P. 8)

Burgundy bottles can be a bit difficult to access due to their sloping neck. The Acker auction book also describes the process of accessing burgundy shaped bottles as the following:

Because the shape of Burgundy bottles does not allow for a level rating system based on the shoulder of the bottle, levels are described by means of inches below cork. Generally, Burgundy wines with an inch and one half fill level or above are considered normal for wines younger than 10 years of age. Wines of 15 or more years of age with fill levels of between an inch and one half and three inches are generally considered to be of sound provenance, though

consideration should be given to the clarity and color of the wine in the bottle, as well as the condition of the cork. Burgundy bottles with fill levels lower than three inches may be at risk of being damaged or undrinkable, and therefore may be unsaleable. It should be noted that some Burgundian producers tend to over-fill their bottles during the bottling process which may cause a few drops of wine to become trapped between the capsule and the cork. This should not be confused with ullage, a natural occurrence in older wines, which may be accelerated due to poor provenance.

Providing Accurate Estimates

Providing accurate estimates allows for the auction house to give an accurate representation to the client on how much money they should expect to bring in and it also gives the buyer a guideline on what it will take to successfully win the wines. Providing accurate estimates can be an extremely challenging process as the world market is constantly changing and although it may seem that the same wine is selling in multiple locations one must take into account different storage issues, conditions of the wine/bottles, and the provenance of the wine.

Vinfolio, a San Francisco California based wine firm publishes a bi-annual wine price book that tracks all of the major auction houses, both nationally and internationally, and includes the hammer price and price with premium if one applies. This book is one of the industry standards for setting pricing since it reviews pricing for the past ten years, gives individual pricing on bottle sizes, tells the user how many times the wine was auctioned, and it also gives the high price, the low price, and the average price. This book is available to both industry professionals and the average consumer. Recently Vinfolio has transferred this responsibility to www.wineprices.com who are in the process of developing their website and claim they will

open in early 2008. At this time it is unclear if the book format will remain or if the price guide will be an online version only.

Although the Vinfolio Wine Price File is a comprehensive representation of the auction marketplace there are some houses that arrive at their auction estimates without the use of this manual. Acker Merrall and Condit, the world auction leader by price for the last four out of five years, maintains their own database of prices for which they have obtained since their inception as an auction house in 2000. John Kapon also noted that he checks the current retail prices to get a feel of the current marketplace and Kapon also feels that there is a high correlation between rising retail prices and prices for older, mature, and ready to drink wines (J. Kapon, personal communication, March 26, 2008).

Although the Vinfolio Wine Price File is comprehensive of the wines that have been auctioned within the last ten years sometimes there are some wines that are extremely rare and do not get auctioned often or in fact have never been auctioned. This is where John Kapon's knowledge of both the auction market and the current retail market allow for him to accurately estimate the price on specific bottles or lots.

Cataloging Wine

The creation of a catalog is essential for the sale and marketing of an auction. These catalogs can, and do, range from paper stapled together to glossy, high weight paper, with professional quality photographs, and professionally bound. Please see attached examples of wine auction catalogs. Acker Merrall and Condit, although not the first to use pictures for their catalogs were the first that placed color pictures within the pages of the auction catalog and just not on the cover. Wine auctions are quite different than car or art based auctions. In wine auctions each individual lot is not paraded across a stage as a car would be rolled across the

block or as art would be displayed next to the auctioneer or on a screen. In fact wine auction lots are virtually never seen before their purchase and pictures within the catalog give the bidder a sense of the quality of the collection being auctioned.

Organizing Wine into Lots for Sale

The process of organizing wine into specific lots for sale is important as the auction house wants to maximize potential revenue as auction lots need to be simple and well organized. Once the lots are chosen the process of placing the lots into their location within the catalog comes into effect. Proper placement within the catalog has a drastic impact on revenues and mismanagement of this process could cost the auction house revenues. One of the new trends within the wine auction world is the concept of offering parcel lots. A parcel lot occurs when the same wine is consigned by one collector in a quantity greater than 1. Normally a parcel lot contains four to five individual lots of the same wine that are grouped together. “When bidding on a parcel lot the first lot is auctioned off as normal or as any other lot within the sale would be. Once the hammer price has been settled on the buyer of the first lot has the right or opportunity to purchase all of the remaining lots, within that parcel, or any number of the remaining lots within that parcel at the same price as the first lot” (Acker Merral and Condit, March 29, 2008, p12).

Providing an opportunity to guarantee that specific lots remain high helps the auction house maintain a high sold rate by percentage and a high sold rate in relation to overall value of the sale. There is a theory that prices decline for the same item within the same sale and parcel lots provide the auction house a method to avoid this issue and potential loss in revenues.

When identical lots of wine are sold in a single auction, prices are more likely to decline than to increase with later lots. He termed this the declining price effect.

He observes that auction houses are aware of this effect, and modify their behavior taking this into account. Firstly, they offer small lots first and bigger lots later. The price decline is then disguised as quantity discount. Secondly, the winning bidder is given an option to buy all other lots at the same price. This way it is considered that the initial price is bid higher because it also has value of an inbuilt option: it protects from the risk that we may not be able to buy later. This works as long as there is risk-aversion. Evidence indicated that many buyers do in fact exercise this option, reinforcing the risk factor (Ashta, 2006, P. 54) .

Often time bidders are not in the bidding room and are unable to adjust their bidding styles to take advantage of the declining price anomaly. According to Ashta (2006), 82% of winning lots [referring to parcel lots] were sold to absentees. This shows that most sales are to absentee bidders.

It should be noted that bottle size plays an important role in the price of wine at auctions. These lots of “large bottles (magnums, double magnums, jeroboams, and imperials) are often listed before standard 75-cl ones. Wine connoisseurs claim that larger bottles make for better wines; they are also less frequent than standard bottles, and collectors may be willing to pay for rarity (Ginsburgh, 1998).

Within the Ginsburgh and Ashta articles they only take into account that lots often drop in price later in the auction. Neither of these authors take into account the length of the auctions. “John Kapon, president of Acker Merrall and Condit, says the best bet for deals is the last quarter of the auction. "The auction starts at 10 o'clock," he says. "The bargains show up at 4. A lot of people can't wait out 900 lots. They get antsy. Two separate lots of a particular wine may sell for

the same price early in the day, and the price of a third lot may drop considerably later on"(Goldberg, 1998).”

Advertisement of the Sale (catalog)

Just as in any business, name recognition and the customers having awareness assists in the purveying of a product. Since many houses are teamed up with wine based retail outlets with established customers, there is a marketing base already included. Having the ability to directly contact your customers is essential as it allows for the products or services that you are providing to be placed into the hands of the customers who will be using them. Companies are able to send out hard copies of their upcoming sales and other information directly to the homes and businesses of their customers. With the increase in competition and the popularity of new advertisement medias one would think that the budgets for advertisements would be astronomical. However, this is not the case. Acker Merral and Condit with revenues of nearly \$60 million only spends a maximum of \$500,000 per year which equates to less than 1% of total revenues according to John Kapon (J. Kapon, personal communication, March 26, 2008). Kapon notes that the focus is on business related magazines and periodicals such as The Wall Street Journal, Forbes, minimal e-advertising on sites such as Decanter.com. Kapon notes that advertisement is important but often finds that it is not worth the money spent but does develop some long term brand recognition which he feels is essential to the success of his business.

Approving Buyers

Each auction house has a different means of approving buyers. Most major auction houses require a pre-registration for each auction/sale. As a part of this pre registration process Zachys wine auctions requires a credit card for verification for bids and lots up to \$20,000. After the \$20,000 the purchaser is required to provide bank verification which includes the bank name,

contact information, branch location, account number, and telephone number. It should be noted that if the bidder bids on lots that are greater than \$20,000 they must provide information even if they do not successfully win the lot or lots that they have bid on (Zachys Wine and Liquor, 2008). Please see Form 3.

Bonhams and Butterfields require a bit of a different process to take place. Bonhams, along with Zachys requires a registration form as a way of approving bidders. Not only does Bonhams ask for credit information they also require a copy of a recent utility bill or current driver's license and a copy of credit card in your [bidder's] name. Please see Form 1.

Acker, similar to both Zachys and Bonhams, requires a credit card for verification for payment purposes. This form also allows for the bidder to place their bids at the same time. This form also lays out the bidding rules and conditions that the buyer agrees to upon the faxing of this form. Please see Form 2.

The previously referred to three forms are all intriguing as they basically request the same information but in different formats.

One of the major issues in regards to interstate wine sales is the requirement of proof of age. This is why Bonhams and Acker require proof of age (usually a driver's license) before any bids can be accepted. It should be noted that during the process of writing this paper I attended a Zachys run auction in San Francisco on Friday February 29, 2008. I was not sure that I was going to be able to make it to the auction in time for bidding so I submitted some absentee bids in case I missed the beginning of the auction. Zachys did not require any form of identification other than the credit card information that I was required to send in with the bids. However, when I showed up in person to the auction to receive my paddle I was required to show identification.

The Actual Auction/Sale

Most people view the actual auction as the only process when in actuality it is one of the ending steps to a process. The whole auction process takes weeks if not months to run its cycle and come to fruition. The wine auction process is somewhat unglamorous. When people think of auctions they often flash into a movie scene with quick talking auctioneers as the lot is paraded out from behind a curtain or they imagine sitting in a car auction with the auctioneer and his assistants running through the crowd actively seeking bids and interacting with the clients. This is not how it is done in a wine auction. The major English based houses (Sotheby's, Christies, and Bonham's) hold their auctions within their facilities in a non-descript room with chairs and a stand for the auctioneer to stand behind and direct the auction as they see fit.

Fees

Fees are how an auction house can differentiate themselves from one another. There are two major types of fees that apply within the wine auction world. The buyer's commission and the seller's commission are always a percentage of the hammer price. The buyer's commission often ranges from 15% to an industry high of 21%. "TCWC [The Chicago Wine Company] is the only wine auction company in the United States that has no (15% or more) buyer's premium (The Chicago Wine Company, 2008)." Bonhams is one of the few auction houses with a decreasing premium. "Beginning March 2008, our buyer's premium for Fine and Rare Wine auctions is 19%. If the purchaser pays for all lots purchased in a sale with cash or "cash equivalent" (which includes cashier's check or money order, approved check, wire transfer or other immediate bank transfer), a discounted buyer's premium rate of 17% will apply to the first \$100,000 of the bid price for the lot (Bonhams and Butterfields, personal communication March

27, 2008).” Hart Davis Hart has a premium of 19.5%. Christies auction premium is 20%, Acker Merrall and Condit and Sotheby’s set the industry high 21%.

The buyer’s premium is often non-negotiable however this is not the only fee that is applied to the sale of wine at auction. On the sellers side of the auction there is can be a seller’s fee or premium that normally doesn’t exceed 5%. This 5% is negotiable and is often reduced in hopes of attracting a large customer. Acker Merrall and Condit is one of the few auction houses that does not have a seller’s premium and this is why John Kapon feels that his auction house has been able to attract the premier customers and the best lots.

Storage Issues

Wine is a perishable product and to avoid any form of spoilage the auction house must be able to provide a safe location to receive, ship, and store the product that they are selling. Since auction houses are paired with established retail outlets there are often larger storage facilities that serve the purpose of containing the inventories for both locations.

Anyone who buys investment wines knows that proper storage is crucial for maintaining value. ‘The risk is in storage. Wines lose value if it is not properly kept. It must have the right temperature and humidity,’ Sutcliffe says. ‘Some people in Asia have built fantastic wine cellars, but most keep the bulk of their wine at professional storage facilities in Britain (Pawlyna, 1995).’

Acker Merrall and Condit has been paired with LLK Enterprises which offers wine storage for both the customers of Acker and also provides wine storage (at a price) to customers within the New York/New Jersey area. Due to Acker’s worldwide success LLK also stores wine for international clients. LLK and Acker note that “All wines are stored in our 60,000 sq ft,

newly renovated, state of the art, temperature-controlled warehouse in Edison New Jersey.(Acker Merrall and Condit, n.d.)”

Acker also provides their clients with free storage when the wine has been purchased through their channels. Acker is the only major auction house that allows this. Sotheby’s, Christies, Hart Davis Hart, Bonhams and Butterfields, and Zachys all require that purchased wines be paid for and taken receipt of within thirty days at the most. Some houses require as little as a week as their space constraints play a major role in their ability to conduct their next auction.

Storage and shipping is a major detail and problem when purchasing wine at auction. Most retail outlets and auction houses do not ship wine during the summer months due to the heat. Storage can be an issue especially when a buyer is purchasing wine from the same auction house.

Shipping

Proper shipping is just as important as proper storage. As a wine auction house this is the last step in the process of the auction as a whole. At this point the auction house has gone to every extreme to properly transport the wine at every level. This will be the last interaction that the customer has with the auction house which will leave a lasting impression and could cause business to continue in the future. Legal shipping is essential as doing anything that is unlawful could result in a loss of the license to conduct auctions or run the retail side of the business.

Types of Auctions

Up until this point the auction discussion has been focused on live auctions. These are the types of auctions that have a live auctioneer where there is a direct interaction between the customer and the auctioneer. The other major type of auction is internet based auctions. This

type of auction gaining popularity within the auction world and is attracting a different buyer than the live auctions. “Internet auctions’ escalating attraction was illustrated by California-based WindBid.com, which specializes in them and tallied \$26M, up from 2006’s \$22.5m (Goldberg, 2008).

“People with more modest budgets can try Internet auctions, which offer smaller lots and cheaper wines. They're also riskier than regular auctions, so look for established sites, like winebid.com, that inspect the wine before putting it up for auction. Prices on winebid.com start as low as \$15 dollars a bottle, and the selection rivals that of many established brick-and-mortar auction houses. (Smith, 2001)”

Specialized firms like WineBid.com are the leaders within the internet based auction business, but the major firms such as Christies and Acker Merrall and Condit are getting into internet game as well. In hopes of crossing over bidders from both auctions Christies has begun to allow internet bids in conjunction with their live auctions. The May 22, 2007 Christie’s auction in New York shows an example of the internet auction mixing with a live auction “the auction yielded \$2.56m (£1.29). Internet buyers, successfully bidding on 10% of the sale, participated from China, Japan, Hong Kong, Europe and the United States” (Kakaviatos, 2007).

Last spring [spring of 1999], Acker hooked up with LiveBid.com, and Amazon.com subsidiary, to hold a real-time Internet wine auction. Even though the computer system broke down, \$600,000 worth of bottles were sold. Now, Sotheby’s and Christie’s are considering online auctions. Web auction giant eBay, which owns Butterfield and Butterfield [now Bonhams and Butterfields] in San Francisco, an auction house that handles fine-wine sales, plans to announce an aggressive wine-auction strategy soon. But many states still bar individuals from receiving wine by mail” (Echikson, 1999).

Acker is currently running monthly internet auctions through their own web site (<http://www.ackerwines.com/OnlineAuctions/search.cfm>). John Kapon notes that “the internet auction market allows for new bidders to enter the marketplace” (J. Kapon, personal communication, March 26, 2008). Kapon has designed the auction lots to be smaller as to not financially restrict his customers. “Says Acker President John Kapon: “Not everyone can spend 10 grand in an hour. (Echikson, 1999)”

Authentication of Wines

With the popularity of wine as a whole rising in the past decade the possibility for fraud has increased drastically. The most publicized case of fraud is the case involving Hardy Rodenstock and William Koch. “There are fraudulent wines in the marketplace,” said Jamie Ritchie, North American wine director for Sotheby’s. “The fact that there’s press about them is a positive because collectors are aware of them and aware that we inspect every bottle” (Frank, 2007). The press has certainly helped the auction marketplace and the proactive companies such as Zachys have brought in specialists such as David Wainwright who is “a protégé of Michael Broadbent, he spent 10 years at Christie’s, most recently as Vice President of their New York Wine Department. Specializing in fine wine investment, old and rare wines David now runs his own fine and rare wine consulting business traveling the world tasting, advising and educating on fine wine (London Wine Academy, 2008).” Having an individual on staff such as Wainwright allows for confident assessments to be made in regards to the authenticity of wines.

Although people such as Wainwright provide a sense of security, they are not a guarantee for the identification of a fraudulent wine.

A collection of 18th century first-growth Bordeaux, supposedly once owned by President Thomas Jefferson and discovered 20 years ago, was back in

the headlines this month. On Aug. 14 [2007], a U.S. federal magistrate entered a default judgment in a lawsuit alleging fraud against Hardy Rodenstock, the German wine dealer who claimed the bottles had been discovered in a walled-up Paris cellar.

Rodenstock is being sued by William Koch, a billionaire wine collector who bought four of the bottles in 1988 from retailers in London and Chicago. Rodenstock, who built his reputation by discovering rare pre-phylloxera wines, had sold several of the Jefferson bottles to individuals through retailers and auction houses. The first, a 1787 Château Lafite, was auctioned off in 1985 by Christie's, whose wine expert, Michael Broadbent, signed off on its authenticity, to publisher Christopher Forbes. (Christie's auctioned another bottle, of 1784 Château Margaux, to *Wine Spectator* publisher Marvin R. Shanken in 1987.)

Two years ago, Koch began a private investigation into the authenticity of the bottles. Monticello curators told him that Jefferson's detailed records could not verify whether the founding father owned the bottles. An engraving expert claimed the initials "Th.J." carved into the bottle were probably made with modern tools. So Koch took the German dealer to federal court. Rodenstock, whose real name is apparently Meinhard Goerke, disputed the charges and then, once discovery proceedings began, refused to recognize the court's jurisdiction. When he declined to answer the courts' summons, the magistrate entered the judgment.

In response to Koch's allegations that many of the wines Rodenstock sold may have been counterfeit, Rodenstock responded "Nonsense!" in a fax to *Wine*

Spectator. He also pointed out that many of those wines had been highly rated by some of the world's leading wine critics (Frank, 2007).

The Jefferson bottles as they have come to be known have sparked controversy around the world and with collectors such as Koch who have begun to analyze their collection for the purpose of authentication. Koch wants action to be taken "Rodenstock is just the tip of the iceberg," said Koch. "I plan to put people in jail, I plan to get my money back, and I plan to force the auction houses and retailers to make serious changes (Frank, 2007)."

Koch's efforts have gained the attention of the federal government who is now in hopes reducing fraud within the marketplace. "Sotheby's, and New York auction house Zachys have all supplied the FBI with materials (Lechmere, 2007)."

Rodenstock is not the only person within the wine industry that Koch has issues with, Eric Greenberg is also on the list of collectors that Koch is having issues with. "Koch alleges that 11 bottles he bought at Zachys' single cellar auction in October of 2005 consigned by Greenberg are counterfeits. Moreover, he accuses Greenberg of knowing they were fakes and accuses Zachys of either knowing they were fakes or negligently passing them along. Koch additionally claims that eight bottles of Bordeaux he bought at a different Zachys auction in 2004, are also counterfeits. In all, he paid \$340,000 for the 19 bottles he claims are fake. (Frank, Oct 2007)."

One of the major issues behind the Koch v. Greenberg is that Koch believes that both Zachys and Greenberg knew of the fakes. Greenberg originally approached Sotheby's to auction his collection however Sotheby's rejected Mr. Greenberg's collection stating the following. "While it is true that Sotheby's visited Mr. Greenberg's cellar and made a proposal to sell a portion of his wines, Sotheby's informed Mr. Greenberg that there were authenticity issues with

various wines which Sotheby's would not have been willing to sell," said Jamie Ritchie, North American wine director for the auction house (Frank, Oct 2007)." It should be noted that Greenberg has "demanded and got a settlement from a New York wine merchant who sold the wines,' according to the suit (Goldberg, Oct 30)."

Although the auction houses are ultimately responsible for the product that they are promoting the producers have begun to take notice of the fraudulent action within the auction world. "Château Petrus owner Christian Moueix even told *Wine Spectator* that he regrets not moving quicker to make bottles more difficult to fake. He added that he had spoken with the FBI five times about fraud (Frank, Oct 2007)." French wines are not the only wines that are susceptible to fraud and one California producer is leading the way in fraud prevention. "Ann Colgin, the owner of [Colgin Cellars](#), has decided to [protect her super premium vintages](#) with the latest in pharmaceutical security. Colgin has licensed [Kodak's Traceless](#) system to provide a secure anti-counterfeiting method for the ultra exclusive \$250-\$500 bottles that the winery releases, and to protect buyers on the secondary market from [losing their shirts](#). The exact details of the science behind this implementation are a closely guarded trade secret, but we know that the system uses a synthesized chemical (or biological) marker in powdered form. The marker is odorless, colorless, and supposedly impossible to detect without advance knowledge of the scan pattern. Kodak retains ownership of all handheld scanners and issues only to those persons with a verified need that can pass a stringent background check (Johnny, 2007)."

Koch has recently brought a lawsuit Acker Merrall and Condit but the details are just emerging and commenting on this case is a bit preliminary at this point.

Acker Merrall and Condit made auction history on Friday April 25th. In an unprecedented move Acker Merrall and Condi pulled lots during the sale due to questions on

authenticity. While doing some on-site research for this professional paper I was attending the Robert A. Rosania sale that was conducted by Acker Merrall and Condit and was able to speak with Laurent Ponsot, a winemaker and owner of his own domaine in Burgundy, Domaine Ponsot, who personally informed me about the existence of fraudulent wines contained within the catalog. Contained within the Rosania catalog was an extensive amount of pictures of the lots from Domaine Ponsot that were to be auctioned off. It should be noted that these wines were not directly from the domaine. Laurent, along with the consignor, decided to pull these lots from sale. I'm not sure that there was any other option for Acker but John Kapon, the president and auctioneer, informed the room of 100+ people that "Acker, in conjunction with the consignor and the domaine have decided to remove the lots from the sale." This step gives faith to the customers and it also gives respectability to the auction world.

Wine collectors or specific individuals are not the only people who are affected by fraudulent bottles. Restaurants are also the victim of fakes and one of the legendary stories occurred in Las Vegas restaurant run by the Michael Mina group. "Rajat Parr, wine director for Michael Mina's restaurants in San Francisco and Las Vegas, remembers when his staff at one of the four Vegas venues told him of a customer who ordered three bottles of '82 Pétrus the previous night. "He drank the first bottle," said Parr. "And sent the second bottle back--it didn't taste right to him--but he loved the third bottle." Inspecting the corks and empty bottles, Parr was embarrassed to realize that the first and third bottles were fakes; the second was the real thing (Frank, Dec. 2006)."

Wine has become a part of the world-wide economy and fake bottles are coming to light across the globe. Not only has the U.S. Government gotten involved but "In 2002, Hong Kong customs officials uncovered 30 bottles of fake Château Lafite Rothschild 1982, today worth

about \$800 per bottle at auction. The counterfeiters had simply bought bottles of Lafite 1991, a much weaker vintage, then worth only \$100 a bottle, and relabeled them. Last year, an Italian court convicted four men of selling fake Sassicaia 1995 in Tuscany from the back of a Peugeot hatchback; a raid on a warehouse found 20,000 bottles of the fake super Tuscan (Frank, Dec. 2006).”

Conclusion

The auction market has made drastic improvements over the last ten years. Revenues have skyrocketed; wine has entered into new world markets such as China, Dubai, and India where the marketplace was previously non-existent, and new frontiers such as the internet have become widely acceptable. New wine auction market competition has created an environment that allows for both the customer and the client to be successful. Companies such as Hart Davis Hart, Acker Merrall and Condit, and Zachys have all put extreme pressure on the established houses such as Christie’s and Sotheby’s. While Sotheby’s and Christie’s have retained their international reputation and still remain as the kings in the London marketplace their overall dominance of the wine auction marketplace has shifted to the independent houses within the United States.

Part Three

Introduction

The final portion of this paper will review the wine auction marketplace and some of the changes that have taken place over the past few years and the direction that the auction market will be turning.

Conclusions

The wine auction marketplace has drastically changed within the last five years. From \$90 million in 2002 (Meltzer, 2002) to over \$300 million for 2007 the marketplace is emerging as a global force. The United States wine marketplace has peaked and the high-end wine auction world will be shifting to the Far East within the next three to five years. With the shifting world wealth to countries such as India, China (Hong Kong specifically), and Russia the wine market, especially auctions, are soon to follow. American collectors are greatly responsible for the rapid expansion of the auction market and due to the current economic situation within the United States with the declining housing market, rising Euro, and falling financial markets the auction world is going to transform and follow the money.

The auction process has gone unchanged for the most part for the last hundred years; only the marketing process and delivery of the auction have changed. The internet is the leader of change and has allowed a multitude of bidders to be reached and new marketing strategies to be developed and new customers to be engaged in areas of the world that would have previously gone unnoticed. The wine auction frontier is here to stay; the only question is going to be how much more will it expand with the emerging wine markets outside of the United States and Europe.

Recommendations

With the lengths that wine has gained both in popularity and quality the demand for wine will not be declining any time soon. The auction blue-chips such as great Bordeaux chateaus and world renowned Burgundy domains will not make more wine which will continue to drive the current release prices to new heights which will in turn increase the auction results. If one were to open a wine based auction house the focus should be on the emerging markets in the Far East. The classic markets such as the United Kingdom and America will remain but the new frontiers are where the marketplace is going to be shifting towards.

Summary

The wine auction marketplace is growing without any end in sight. The financial dominance of the United States is sure to fade and will be picked up by the other emerging financial marketplaces. The validity of wine is becoming an ever more popular issue and if auction houses open within these new emerging markets the emergence of fraudulent wines into the marketplace is sure to see more fake wines. Wine has become a part of everyday life in the United States and is sure to following countries such as China and Russia. There is no better time to enter into this business however one must take precautions to ensure the product that they are representing. A business is built on trust and without trust any auction house, whether established or not, is destined to fail. Relationships with your clients are essential for the sourcing of auctionable wine and providing trustworthy bottles.

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Index/Forms

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Bonhams
& BUTTERFIELDS

Registration Form (Attendee / Absentee / Telephone Bidding)

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Paddle number (For office use only)

General Notice: This sale will be conducted in accordance with Bonhams & Butterfields' Conditions of Sale, and your bidding and buying at the sale will be regulated by such terms and conditions. Please read the Conditions of Sale in conjunction with the Buyer's Guide relating to this sale and other published notices and terms relating to bidding.

Notice to First-Time Bidders: For new clients to register and bid with Bonhams & Butterfields, we request the following information also be provided to us:
 - Copy of recent utility bill or current driver's license
 - Copy of credit card in your name
 - Payment by personal or business check may result in your property not being released until purchase funds clear our bank. Checks must be drawn on a U.S. bank.

Note: You may be asked to provide financial account information as a reference.

Notice to Absentee Bidders: Please provide details of the lots on which you wish to place bids at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Buyer's Guide in the catalog for further information relating to instructions to Bonhams & Butterfields to execute absentee bids on your behalf. Bonhams & Butterfields will endeavor to execute these bids on your behalf but will not be liable for any errors or non-executed bids.

Please mail or fax the completed Registration form and requested information to:
 Bonhams & Butterfields Client Services Department
 220 San Bruno Avenue
 San Francisco, California 94103
 Tel (800) 223 2854
 Fax (415) 861 8951
 Automated Auction Results
 Tel (800) 223 2854 ext. 3400

General Bid Increments

\$50-200 \$10 increments
 \$200-500 \$25 increments
 \$500-1,000 \$50 increments
 \$1,000-2,000 \$100 increments
 \$2,000-5,000 \$250 increments
 \$5,000-10,000 \$500 increments
 \$10,000-20,000 \$1,000 increments
 \$20,000-50,000 \$2,500 increments
 \$50,000-100,000 \$5,000 increments
 \$100,000-500,000 \$10,000 increments
 The auctioneer may split any bid at anytime at his or her discretion as outlined in our COs. Your bid may be executed to the indicated amount below.

Telephone calls may be recorded

Sale Title		Sale Date	
CLIENT NUMBER		Sale No.	
Title	First Name		
Last Name			
Company Name			
Address 1			
Address 2			
City			
County		State	
Zip/Postal Code		Country	
Email			
Telephone (Daytime)			
Telephone (Evening)			
Telephone (Cell)			
Fax			
Have you registered with us before? Yes <input type="checkbox"/> No <input type="checkbox"/>			

Driver's License Number	
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard
Name as it appears on card	
Card Number	
Expiration Date	3 digit security number located on back of card
Billing Address (if different)	
Cardholder Signature	
If successful, please bill my card immediately <input type="checkbox"/>	
I will collect the purchases myself <input type="checkbox"/>	
Please arrange shippers to contact me with a quote <input type="checkbox"/>	
I will use a third party shipper <input type="checkbox"/>	
If you have a resellers permit, please fax a copy to: San Francisco (415) 861 2863 or Los Angeles (323) 850 6090	

Lot Number (Bid is per Lot Number as listed in catalog)	Lot Description	To Bid Amount (Excluding Buyer's Premium)	+ One*
			<input type="checkbox"/>
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Lot Number (Bid is per Lot Number as listed in catalog)	Lot Description	To Bid Amount (Excluding Buyer's Premium)	+ One*
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

In the event of any discrepancy, lot number and not lot description will govern.

*Check here to increase bid by one increment in the event of a tie

[FOR OFFICE USE ONLY] Identification seen: <input type="checkbox"/> Credit Card <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other	Date _____ Time _____ Taken by _____
--	--------------------------------------

YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND SHALL BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.	
Signature	Date

Form 1 (Bonhams and Butterfields, 29, March. p.105)

Office Use Only

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WINE AND LIQUOR MERCHANTS
SINCE 1820



ACKER MERRALL & CONDIT
COMPANY

Credit Card References must be included on this form.

NAME _____

ADDRESS _____

DAYTIME
TELEPHONE _____

FAX _____

E-MAIL _____

CREDIT CARD _____

We do NOT accept American Express.

EXPIRATION _____ SECURITY CODE # _____
(3 or 4 digit number located after the CC number)

SIGNATURE _____

Credit Card References must be included on this form.

I understand that if my bid is successful, the purchase price payable will be the sum of the final bid, plus premiums of 21% of the final bid, together with any applicable state, local or compensating use tax. Please charge all purchases to my credit card account if I do not remit payment by check or wire transfer within thirty business days.

BIDDING INCREMENTS	
0-\$200	\$10
\$200-\$300	\$20
\$300-\$500	\$20, \$50, \$80
\$500-\$1,500	\$50
\$1,500-\$2,000	\$100
\$2,000-\$3,000	\$200
\$3,000-\$5,000	\$200, \$500, \$800
\$5,000-\$10,000	\$500
ABOVE \$10,000	Auctioneer's Discretion

Either/Or
(Please Bracket)

Lot #

Bid in \$
(note increments)

Acker Merrall & Condit is authorized to bid on these lots up to the price listed in the "Bid \$" column. All bids must be received at the Acker Merrall & Condit office to allow for proper processing before the sale. Credit card references must be included on this form.

Acker Merrall & Condit does not charge for this bidding service with the understanding that any failure to exercise bids or error in doing so shall not be the responsibility of Acker Merrall & Condit or its staff.

Payment for successful bids must be forwarded upon receipt of invoice.

By bidding at auction, Buyer agrees that he or she has read the Conditions of Sale/ Purchaser's Agreement on pages 4 and 5 of this catalogue, and the instruments captioned (i) Collection and Shipment of Wines, (ii) Bottle Description, and (iii) Absentee Bids published by AMC and in effect from time to time and which are incorporated herein by reference as part of this Agreement, and the Buyer agrees that the above shall become the legal, valid, and binding obligation of the Buyer, enforceable in accordance with its terms.

FAX: 877.ACKER-24
PHONE: 877.ACKER-47
E-MAIL: ackerbids@aol.com

ABSENTEE BIDS

Please print clearly, and place bids in sequential order.
We reserve the right to round any off-increment bid to the next highest increment, as outlined below.

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 0804

APRIL 25, 2008

INVOICE INFORMATION⁶: Please note, invoice details cannot be changed once registered.

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 Auctions 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 1.5% per month late charge. Please 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 Wine Auctions and the applicable credit card company. Zachys Wine Auctions will accept Visa, MasterCard, American Express and Discover. Credit Card purchases may not exceed \$20,000.

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.

☐ Driver's License ☐ Amex ☐ Visa ☐ MC ☐ Social Security ☐ Passport ☐ Other _____

NUMBER

EXPIRATION DATE

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 Wine Auctions.

SIGNATURE (REQUIRED)

DATE

⁶TRADE: Invoice Name and Address must agree with your state or local sales tax exemption certificate and liquor license.

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Form 3 (Zachys, 2008)

1. Before, during, and after all auctions, Acker, Merrall & Condit Company and its successors and assigns ("AMC") act only as agent for the owner (the "Seller") of each grouping of wine specified in this catalogue and subject to a separate bid at auction (a "Lot"). The contract for the sale of each Lot is therefore made between the Seller and the highest bidder accepted by the auctioneer (the "Buyer"). These Conditions of Sale/Purchase Agreement (this "Purchase Agreement"), together with the instruments captioned (i) Collection and Shipment of Wines, (ii) Bottle Description, and (iii) Absentee Bids, as published by AMC and in effect from time to time, constitute the terms on which the Buyer may bid and buy at auctions conducted by AMC. These terms may be amended by addendum, errata, posted notices, or oral announcements made before or during any auction.

2. AMC has attempted to describe each Lot in this catalogue accurately; however, AMC shall not be liable for any description and makes no express or implied representation, warranty, or guarantee regarding the origin, physical condition, quality, rarity, authenticity, value, or estimated value of any Lot. AMC also retains the absolute right to amend at any time and in any manner any description of any Lot. Classifications in the text are for identification purposes only and are based on standard sources. Buyers must make appropriate allowances for natural variations of ullages, conditions of cases, labels, corks, and wine. Each statement contained in this catalogue and each other statement, whether oral or written, and whether made in an advertisement, bill of sale, addendum, notice, or announcement is a statement of opinion only, and shall not be relied upon by any bidder. Images appearing in this catalogue or elsewhere are for illustrative purposes only and may not be relied upon to reveal imperfections in any Lot. Prospective bidders must satisfy themselves by inspection or other means as to all considerations pertinent to any decision to place any bid. EACH LOT IS SOLD "AS IS " except as provided in

paragraph 16.

3. Prior to each auction, prospective bidders must complete and sign a registration form and provide identification and proof of age. AMC may require the production of bank or other financial references and retains the right, at AMC's absolute discretion, to refuse any prospective bidder admission to or participation in any auction.

4. Unless otherwise indicated, a reserve or confidential minimum selling price shall be established for each Lot. AMC reserves the right to raise the reserve price at any time prior to the time the Lot is opened for bidding. Should bidding not meet the reserve price, AMC may protect such reserve by bidding on behalf of the Seller. Sellers have agreed not to enter a bid or to cause a bid to be entered on any Lot of which they are the owner. AMC reserves the right to bid, for its own account, on any lot at any auction, subject to the same terms and conditions applicable to all other buyers. AMC further reserves the right to offer for sale at auction lots consisting of wines owned by AMC.

5. Unless otherwise announced by the auctioneer, all bids are per Lot in consecutive numerical order as they appear in this catalogue. AMC retains the absolute right to withdraw or to divide any Lot or to combine any two or more Lots. The aforesaid right may be exercised by AMC in any manner.

6. Before or during the auction, the auctioneer and / or auction director has the right, in his sole discretion, to refuse any bid and to advance the bidding in such a manner as he may see fit. Bids otherwise shall be entered in the order in which they are received; provided however, neither AMC nor its staff shall be responsible for any failure to enter or any error in entering such bids. Subject to fulfillment of all the conditions set forth herein, the highest bidder accepted by the auctioneer will be the Buyer and the striking of the auctioneer's hammer marks the acceptance of

the "final bid" and the creation of a contract for sale between the Seller and the Buyer.

7. In the event the catalogue lists a sequence of Lots carrying the same estimates and consisting of the same type of wine, quantity, and bottle size, in the discretion of the auctioneer, the Buyer of the first Lot may have the option to buy any or all further Lots in the sequence for the same hammer price. If the option is not exercised on all such Lots, the auctioneer will open bidding on the next unsold Lot and may, in his discretion, offer the Buyer of that Lot the option to take any or all of the remaining Lots in the sequence. Bidding shall continue in the same manner until all Lots in the sequence have been offered and declared sold or unsold by the auctioneer.

8. In the case of error or dispute, whether during or after the auction, the auctioneer or auction director has the absolute right to determine the successful bidder, to continue the bidding, to cancel the sale, or to re-offer and resell the Lot in dispute. The decision of the auctioneer or auction director is final, binding, and conclusive in all respects. At the fall of the hammer, title to and all risk regarding the Lot pass to the Buyer. By participating in the auction, each Buyer represents and warrants to AMC that he, she, or it is at least twenty-one years old, has the legal authority, right, and capacity to purchase, receive, and possess any Lot purchased.

9. AMC will enter written, absentee bids delivered to AMC prior to the sale as a courtesy to bidders who are not present at the auction in person, by an agent, or by telephone. If written bids on a particular Lot for identical amounts are received, and, at the auction, these are the highest bids on the Lot, the Lot in question will be sold to the bid received first. The entry of written, absentee bids is undertaken subject to obligations of AMC extant at the time of the auction and AMC shall not be liable for any error or omission which occurs in affording such courtesy.

10. Prospective bidders may make arrangements with AMC, prior to the commencement of the auction, to participate in the bidding by telephone. Telephone bidding is offered as a courtesy to

bidders who cannot be present at the auction in person, by an agent, or by written, absentee bid.

The entry of telephone bids is undertaken subject to obligations of AMC extant at the time of the auction and AMC shall not be liable for any error or omission which occurs in affording such courtesy.

11. A Buyer's premium of 21% and applicable state and local taxes shall be added to the final bid, the total being the final purchase price. Invoices shall be rendered for the final purchase price immediately after each auction and payment is due upon receipt. AMC shall retain each Lot sold until the final purchase price has been paid in full. All payments received more than 35 days after the sale will be subject to a monthly interest charge of 1.5% per month until invoice is paid in full.

12. Buyer shall pay each invoice issued by AMC within thirty days of receipt of such invoice. Payment of any invoice must be made in United States currency, with checks drawn on United States banks. All checks returned unpaid will be subject to a \$100.00 processing fee. Visa and MasterCard are accepted for purchases of \$10,000 and less. No other credit cards shall be accepted. By providing AMC with a credit card, Buyer authorizes AMC to charge all payments described herein to such credit card at any time. In the event the successful bidder is a retail licensee, purchases must be processed through an appropriately licensed wholesaler and are subject to a special handling charge of \$100.00. The Buyer is also responsible for the payment of any applicable use tax or permit or licensing fee which AMC may be required by law to collect at the time of the payment of the final purchase price.

13. Once payment of the final purchase price has been received by AMC in full, and subject to compliance by the Buyer with the other terms and conditions of this Agreement, the Lot or Lots involved will be released to the Buyer. Although the Buyer may engage AMC for the purpose,

all packaging, handling, transporting, insuring, and delivering of purchased Lots is the sole responsibility and occurs at the sole risk and expense of the Buyer. AMC, on behalf of Buyer, will follow the Buyer's instruction in arranging the delivery of the wine by a carrier selected by the Buyer; provided, however, AMC is not responsible for any acts or omissions of any carrier or shipper, including, without limitation, any packing, handling, transporting, insuring, or delivering of any Lot. In the event the Buyer engages AMC for the aforesaid purpose, the Buyer agrees to pay AMC in advance, for all expenses incurred by AMC in executing such engagement.

14. Various jurisdictions prohibit importation into or impose limitations on the quantity of alcoholic beverages which may be brought into or shipped from said jurisdiction and may require the purchaser, seller, or shipper to possess certain licenses or permits. AMC makes no representation or warranty as to the legal right of anyone to ship, import, or export alcoholic beverages to or from any jurisdiction. AMC further assumes no obligation and bears no responsibility whatsoever for applying for or obtaining any such permits or licenses. It shall be the sole responsibility of the bidder to investigate the possibility of such prohibitions, restrictions or limitations and to determine - before bidding at auction - the manner in which alcoholic beverages can legally be brought into any jurisdiction. The denial of any permit or license or any delay in obtaining any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for any Lot.

15. Property sold at auction also may be subject to laws governing exportation from the US and import restrictions of foreign countries. It shall be the sole responsibility of the Buyer to determine whether an export or import permit or license is required and to obtain any required

export or import permit or license. The denial of any permit or license or any delay in obtaining any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for any Lot. In addition, local laws may prohibit the importation and/or the resale of wine and, no such prohibition shall justify the rescission of any sale or delay in making full payment for any Lot.

16. If, within forty-five calendar days after the auction, the Buyer of the Lot notifies AMC in writing that such Lot is short or is unsound or that any statement in the relevant offering of such Lot is not well-founded, AMC, in its sole discretion, may decide such claim as between the Buyer and Seller by inspection or by such other means as it sees fit. Having decided any such claim, AMC may direct that the sale stand or be rescinded and that the purchase price be refunded in whole or in part. AMC's decision as aforesaid will be final and binding on the Buyer and no action shall be brought by Buyer against AMC in connection with any such claim.

The refund to purchaser of the purchase price paid by purchaser for the wine shall be purchaser's sole and exclusive remedy, and such remedy only shall be available if purchaser returns the wine as expressly permitted hereby in the same condition as purchaser received it from AMC. In no event shall AMC be liable for any indirect, special, punitive, consequential, loss of profit or other like damages, and AMC's maximum liability shall be the amount paid by purchaser for any wine that is subject to return as permitted hereby. Consignor shall have no other liability of any nature or kind under this agreement, in tort or otherwise, whether at law or in equity, with respect to this agreement or the offer, purchase and sale of any wine comprising the purchase and sale of the wine.

17. Any Lot not collected by the Buyer within thirty calendar days from the date of the auction sale will be removed to storage by AMC and the costs of packaging, handling, removing,

insuring, and storing incurred by AMC in connection with therewith shall be assessed as set forth in the "Collection and Shipment of Wines" document, which is a part of this Purchase Agreement. Any such Lot will be released from storage only after payment in full of the aforesaid costs.

18. If the Buyer fails to make payment in accordance with these Conditions of Sale within thirty days, AMC shall be entitled, in its absolute discretion: (i) to cancel the sale; (ii) to resell the property publicly or privately for the account and risk of the Buyer and to charge the Buyer for any deficiency in the amount of the final bid in the resale relative to the final bid placed by the Buyer, along with all costs and expenses of both the initial sale and the resale at AMC's regular rates and the buyer's premium due in connection with the initial sale; (iii) to set off against any amounts which AMC may owe the Buyer all sums due from the Buyer; (iv) to exercise all the rights and remedies of a person holding a first priority, perfected security interest in any property in AMC's possession owned by the Buyer; (v) to collect from the Buyer the total amount due plus any loss, cost or expense incurred by AMC in effecting such collection; (vi) to charge the Buyer interest at the rate of 18% per annum on all sums due from the Buyer; (vii) to collect from the Buyer liquidated damages equal to 50% of all sums due from the Buyer; (viii) to collect from the Buyer the fees and disbursements of legal counsel to AMC incurred in exercising any one or more of the rights or remedies set forth in this Agreement; (ix) to reject at any future auction bids made by or on behalf of the Buyer; (x) to exercise any right or remedy against the Buyer available to the Seller; and (xi) to assert any other rights or remedies available at law or in equity. AMC may, in its discretion, exercise any one or more of the preceding remedies and any combination thereof.

19. Buyer shall indemnify, defend, and hold AMC, its officers, directors, employees, and agents,

harmless from any loss, expense (including the fees and disbursements of legal counsel), liability, cost, or damage incurred by reason of: (a) any breach of warranty or any breach of this Agreement by the Buyer; (b) any inaccuracy of any certificate, document, or instrument, delivered by Buyer pursuant to or in connection with this Agreement; (c) any act or omission of the Buyer, its agents or employees, adversely affecting the wine comprising any Lot; and (d) any third-party action, claim, suit, proceeding, assessment, or judgment, arising from this Agreement or the performance by AMC of its obligations to Buyer under this Agreement.

20. This Agreement (including all instruments incorporated by reference) constitutes the entire agreement between AMC and the Buyer pertaining to the subject matter hereof and supersedes any and all prior discussions and agreements between them. This Agreement may not be amended, nor shall any waiver, change, modification, consent, or discharge of any part of this Agreement be granted, except by an instrument in writing executed by both AMC and the Buyer. Any failure to enforce any provision of this Agreement shall not operate as a waiver of such provision.

21. 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.

22. This Agreement shall be governed by and construed in accordance with the internal laws (other than the laws governing conflicts of law) of the State of New York. The Buyer, by bidding at auction, whether in person, by agent, by written, absentee bid, telephone, internet, or other means, irrevocably agrees that any legal action may be brought in the United States District Court for the Southern District of New York or in the courts of the State of New York, and the Buyer submits to the non-exclusive jurisdiction of each of such courts in personam. The Buyer

waives any objection which he, she, or it may now or hereafter have to the laying of venue of any such action brought in the aforesaid courts in the Southern District of New York or New York County.

23. No provision of this Agreement shall be construed to create any agency, partnership, or other joint enterprise between AMC and any Buyer.

24. The copyright in all images, illustrations, and written material produced by or for AMC, including the contents of this catalogue, is and shall remain at all times the property of AMC and shall not be used by the Buyer, or by any other person, without the prior written consent of AMC.

25. By bidding at auction, Buyer agrees that this Agreement, together with the instruments captioned (i) Collection and Shipment of Wines, (ii) Bottle Description, and (iii) Absentee Bids published by AMC and in effect from time to time and which are incorporated herein by reference as part of this Agreement, shall become the legal, valid, and binding obligation of the Buyer, enforceable in accordance with its terms.

Fax: 877-Acker-24

Phone: 877-Acker-47

E-mail: ackerbids@aol.com

Form 4 (Acker Merral and Condit, March 29, 2008 p.6-7)

Collection and Shipment of Wine

Limitations on Importation

Bidders should be aware of limitations and restrictions imposed by various states regarding importation of alcoholic beverages which have been purchased at auction and brought into that state's jurisdiction from another state. It is the sole responsibility of the purchaser to investigate, apply, obtain, route, and comply with all special permit or license requirements prior to collection or shipment of wines purchased at Acker Merrall & Condit. Acker Merrall & Condit assumes no obligation or responsibility for obtaining permits or licenses on behalf of the purchaser prior to shipment, or any legal responsibility that may follow. Acker Merrall & Condit is only making arrangements on the buyer's behalf. Bidders are urged to familiarize themselves with their respective states' importation statutes prior to bidding at auction to determine if, when, and how wines may be delivered from the State of California, and from the State of New York, while remaining in compliance with existing statutes.

Collection of Wine

Complimentary pick-up is available by appointment only. Please schedule your pick-up by contacting the Auction Department at 877-ACKER-47 at least one week in advance. Wines will not be released until payment has been received and funds have been cleared. If you are paying by personal check, please allow five business days prior to release of goods.

Local Delivery

Acker Merrall & Condit will arrange delivery within Manhattan for free and at a cost per case handling fee for all other areas. Delivery can usually be made within one week of your request at a prearranged time. All wines are insured at the hammer price while in transit. Delivery within either New York or California is subject to taxation unless a resale certificate is presented by the purchaser to Acker Merrall and Condit prior to purchase. Remittance for delivery charges must be paid in advance.

Multiple Deliveries or Pickups

Any lots that are split into two or more parts for multiple deliveries or pickups shall be subject to a \$10 service charge per split, per lot.

Storage

Any wines for which shipping arrangements have not been made within thirty days of the auction date will be put into storage, and assessed a \$100 per month storage charge. Any orders larger than twenty lots will be assessed a \$200 per month storage charge.

Shipping and Taxation

Shipment will be at the purchaser's expense, and must be prepaid or freight collect. Shipping arrangements for your purchase can be made once payment has been received and funds have been deposited into our account. Please allow five business days notice when arranging shipment within the continental United States, and ten business days for states and territories outside the continental United States, as well as for international shipments, which may require customs documentation or special routing attention.

All deliveries will be air freight or temperature controlled freight service. In all instances, we try to achieve the safest, most efficient and cost-effective method of shipment on behalf of the purchaser. A packing fee of \$7.00 per lot will be charged, and service charges on all shipments will not exceed 10%. Any loss or damage resulting from shipping wines via any carrier will be the sole responsibility and at the risk of the purchaser or such carrier. Acker Merrall & Condit will not be held responsible for any deterioration of wines occurring while in transit.

Wines shipped within the State of New York and within the State of California are subject to taxation. Holders of New York State Liquor Authority Licenses and California State Liquor Authority licenses may be exempt from taxation and should present the required documents to Acker Merrall & Condit prior to purchase. Wines shipped outside the State of New York and outside the state of California are exempt from New York State and California State taxation provided the purchaser complies with his/her state regulations. Acker Merrall & Condit assumes no liability for the collection of Sales Tax except within New York State and the State of California. Taxation is determined by the governing body of the final destination of the shipment. Successful bidders are required to comply with their respective states' regulations regarding importation of alcoholic beverages. AMC assumes no liability for arranging any customer's shipping. The customer is always shipping to him-or-herself.

Insurance 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.

All shipping must be prepaid.

Fax: 877-Acker-24

Phone: 877-Acker-47

E-mail: ackerbids@aol.com

Form 5 (Acker Merrall and Condit, March 29, 2008 p.9)

Absentee Bids

For those who wish to bid by fax, e-mail, U.S. Mail, or phone:

An Absentee Bid Form is provided for those who wish to bid either by fax, mail, or phone.

[Click Here](#) to view and print the form.

Please complete this form in its entirety to include lot numbers and the highest dollar amount you wish to pay for each respective lot, and return it to Acker Merrall & Condit no later than 9:00pm on the day preceding the start of the auction.

If you wish to bid via fax:

Please fax your bids to 877-Acker-24 prior to 9:00pm on the day preceding the start of the auction.

If you wish to bid via e-mail:

Please e-mail your bids to ackerbids@aol.com prior to 9:00pm on the day preceding the start of the auction.

Be sure to include all information required on the Absentee Bid Form in your transmission.

Please call to confirm all e-mail bids.

DO NOT SEND YOUR BIDS BY REGULAR MAIL.

If you wish to phone in your bids:

Please contact our office between the hours of 10:00am and 6:00pm, Monday through Friday, at 877-Acker-47 and ask for John Kapon or Lou Buonanno. Please have your bids ready, as well as a credit card.

If you wish to bid by phone during the auction:

Phone bids will be accepted on an appointment basis only. Please fax your Absentee Bid Form to 877-Acker-24 by 9:00pm on the day preceding the auction.

Please print the word TELEPHONE at the top of your Absentee Bid Form.

Restrictions regarding phone bidding:

- Phone bidding is offered as a courtesy, and no guarantee of successfully contacting the phone bidder is made by Acker Merrall & Condit.
- When possible, phone bidders are urged to leave "emergency bids" in the event phone contact cannot be established.
- Phone bidding is reserved only for lots that have a low estimate of \$500 or more.
- All bids must be accompanied by a credit card number, expiration date and signature.

Fax: 877-Acker-24

Phone: 877-Acker-47

E-mail: ackerbids@aol.com

Form 6 (Acker Merrall and Condit, March 29, 2008 p.10)



Fine Wine Merchants Since 1974
835 N. Central Ave • Wood Dale, Illinois 60191 U.S.A.
(630) 594-2972 • Fax (630) 594-2978 • info@tcwc.com • www.tcwc.com

BID FORM
LIVE FINE WINE AUCTION
AT THE CHICAGO WINE COMPANY

THERE IS NO BUYER'S PREMIUM IN THIS AUCTION

I would like to submit the following bids in your Fine Wine Auction Number _____

(If applicable) I would like to limit the total that I spend to \$ _____
and I hereby authorize you to stop my bids after that amount has been reached in successful bids.
PLEASE NOTE: AT LEAST \$ 250 IN BIDS MUST BE SUBMITTED TO BE ACCEPTED.

I understand that I will be notified of any successful bids shortly after the Auction and that I will be invoiced at that time, with payment in full due within ten days of receipt of invoice. Furthermore, I agree to comply fully with all terms and conditions of sale.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone(s): Office: _____ Home: _____

Cell: _____ E-mail: _____

Please charge my successful bids and any outstanding invoices to: ☐ Visa ☐ Mastercard ☐ I will send a check.
I understand that any applicable shipping and insurance charges for successful bids will be invoiced separately.

Account # _____ Exp. Date _____

Billing Address as it appears on statement _____

Signature: _____

Thank You.

