



...connecting pianos and people.

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#R1.2 PIANO INSPECTION & EVALUATION REPORT # 3154 (Page 5 of 5)

TERMS AND CONDITIONS OF REPORTS R1.1, R1.2 and R1.3

Piano Finders (PF) and client agree that the following terms and conditions are a part of the agreement between them and a part of the appraisal (comprising of the following reports: R1.1, R1.2 and R1.3) of the musical instrument.

A. The representations stated herein are based on the conditions of the musical instrument observable by an individual during the limited time, and under the limited conditions, of the inspection of the musical instrument. Certain portions of the musical instrument have not been examined, and conditions not observable to a technician's eyes and ears are not within the scope of the representations of this appraisal. PF IS NOT LIABLE FOR FAILURE TO ASCERTAIN OR DISCLOSE ANY CONDITION NOT REASONABLY OBSERVABLE THROUGH SUCH LIMITED EXAMINATION OF THE MUSICAL INSTRUMENT.

B. Statements of valuation of the musical instrument are based on an opinion of the local used piano market at the time of the appraisal. Changes in general economic conditions and substantial changes in the used musical instrument market from any cause, including local dealers' importation of used instruments from other geographical areas, may change the market value of the musical instrument.

C. Neither PF nor the technician guarantee that this particular musical instrument can, or will be sold at a particular price, or that the musical instrument will retain the appraised value for an indefinite period of time.

D. The statements and opinions of the appraisal are those of the particular technician who examined the musical instrument. Some variations of opinion, within reasonable limits, are expected between different technicians or examiners. PF makes no representations that purchase or sale of the musical instrument at the value stated in the appraisal is advisable or will satisfy the particular purposes and needs of the client.

E. At the request of the client, certain appraisals are made for purposes of insuring the musical instrument, and represent an opinion of replacement value through immediate purchase of a suitable replacement musical instrument. Such appraisals for insurance purposes contain no representations as to market value.

F. PF shall not be liable for changes in the value of the musical instrument caused by changes in the condition of the musical instrument following the appraisal. Water, heat, sunlight, moisture, humidity, and the conditions in different buildings and environments may affect the sound and condition of the musical instrument.

G. This appraisal contains no express or implied warranties other than those implied by law. The appraisal contains all the representations of PF as to the musical instrument.

H. Client agrees that PF may use the appraisal (not including client's name, address, telephone number) in PF's published market survey. Should client use PF's services or this appraisal in selling the musical instrument, client gives PF permission to show the appraisal to potential buyers.

I. Any dispute or claim arising out of this appraisal, whether founded in tort or contract, shall be settled by arbitration under the Arbitration Laws of the State of California and under the rules of the American Arbitration Association; provided, however, that in any such arbitration the arbitrator may not vary, modify or disregard the provisions contained herein. In any such dispute or claim, including any legal action, the prevailing party shall recover all courts costs and reasonable attorneys fees.