

The following terms and conditions apply to all online personal property auctions conducted by United Country | Heritage Brokers & Auctioneers, its employees, agents, and assigns (Auctioneer), and any participants, their employees, agents, and assigns (Bidder), in said auctions, unless otherwise stipulated by the Auctioneer within any additional terms and conditions specifically expressed in regard to any single auction. By registering for, and participating in, this auction, Bidder acknowledges these terms and conditions and consents to abide by them, as well as any other/additional terms and conditions expressed specifically elsewhere within any auction listing. Your bid(s) placed on the Heritage Broker & Auctioneers HiBid website are a contract and you are responsible for paying all amounts due for items purchased in this online auction.

Terms and Conditions:

1. GENERAL AUCTION INFORMATION

- a) ALL ITEMS on the auction sell subject to the Auction Company's acceptance or rejection of the high bid.
- b) All items sold at auction conducted by Auctioneer are sold strictly on an "as-is-where-is" basis (shipping, packing, and/or loading are not included).
- c) Auctioneer and/or its consignor(s) reserve the right to add, delete, or alter any auction item prior to the closing of the auction. Auctioneer has the right to terminate the auction at any time, and to withdraw from the sale any item.
- d) Neither the Auctioneer, nor its consignor(s), will recognize, or be held liable for, any claims for theft, damage, or loss once an item has been awarded and Bidder payment has been received.
- e) Auctioneer DOES NOT SHIP ALL items. See Item 3. Bidders Responsibility for Shipping for further information.
- f) Auctioneer shall not be responsible for internet outages, service disruptions, data lag, or other failures of Bidder's bid placed via the internet. The auctioneer may or may not honor such adversely affected bid attempts, at Auctioneer's sole discretion.
- g) Auctioneer reserves the right, at Auctioneer's sole discretion, to cancel and/or reopen the auction in the case of system failures.
- h) Bidding increments shall be determined at the sole discretion of the auctioneer and will be posted on the bidding website. This auction utilizes a soft close option, which means if a bid is placed within the last 2 minutes prior to that item ending, the time is automatically extended for an additional 2 minutes. This process continues until all bidding ceases.
- i) Buyer specifically waves the right to dispute or deny payment for any purchases made with a credit card. Credit card chargebacks are not allowed.
- j) Employees, Agents, and affiliates of Heritage Brokers & Auctioneers may bid at any auction if they wish to purchase an item.

2. BIDDER'S RESPONSIBILITY FOR PICKUP:

- Schedule pickup appointment with emailed link or text.
- Show up during the scheduled time slot for pickup.
- Bring adequate supplies and manpower necessary for the unmounting, disassembly, removal, packing and loading of purchased items.

- Remove off-site all items included in purchased Lot.
 - a) Items not picked up by Bidder, or authorized Bidder representative, by end of scheduled pick up day without communication, regardless of payment, will be considered abandoned and will be donated or resold. At Auctioneer's sole discretion, you may be allowed to arrange for your item(s) to be stored, subject to a storage rate of (\$10) per item, per day.
 - b) Bidder is responsible for any damages sustained to the real property by the bidder during removal of personal property purchases. In the event damages occur, repair/replacement/cost of services shall be determined at the Auctioneer's sole discretion.
- * Any items purchased and not removed during the scheduled pick-up period will be charged a \$20 disposal fee per lot to the winning bidder's credit card on file. Please DO NOT bid if you are not able to pick up your items.

3. BIDDER'S RESPONSIBILITY FOR SHIPPING:

- * Only items designated "Shipping Available" will be shipped. We do NOT provide free shipping.
- We will only ship to the address for the credit card on file, no exceptions.
 - No items will be shipped outside of the United States.
 - Bidder is responsible for all handling fees, packaging, insurance, and shipping costs assessed by the auctioneer.
 - Shipping will be processed and invoiced through Shipping Saints.
 - Items WILL be insured for (no less than) the invoiced amount.
 - A packaging fee for materials and processing per box will be charged to the buyer. We WILL combine lots for shipping to minimize costs unless advised otherwise.
 - Both the item invoice and shipping invoice must be paid before items will be sent.
 - Please allow up to 10 business days for processing and packaging.
- * Note: Oversize or extremely delicate items may be taken to the local UPS store for shipment and packaging. All actual shipping costs and insurance will be charged to the card on file. Items will be insured for (no less than) the invoiced amount.

4. PAYMENT

Due to the increase in credit card and mail fraud relating to online auctions, we have adopted the following procedures regarding payment and shipping. We regret that these measures have become necessary; however, we have a fiduciary responsibility to our consignors and a professional obligation to fight the increase in online theft and fraud. If you have any questions or would like to discuss your payment/shipping options, please contact us prior to bidding at 877-318-0438 between the hours of 9:00 am to 5:00 pm.

- a) All purchases (including Buyer's Premiums) must be paid in full at the close of the auction. Auctioneer will automatically process credit card payments at the close of auction, unless otherwise notified by the bidder. Cash payment option is available for in-person pick up if arrangements are made prior to the auction closing. At the Auctioneer's discretion, purchases over \$250.00 on new and/or unknown bidders may require a wire transfer payment. Large ticket purchases over \$1,000.00 or titled vehicles, MUST be settled for with CASH, wire transfer, or

previous arrangements made with the Auction Company. We do NOT accept PayPal, Venmo, BitCoin, Zelle or Cash Apps.

- b) It is the Bidder's responsibility to contact the Auction company if their credit card payment is declined for any reason. All denied transactions due to expiration date, non-sufficient funds, and or other reasons shall be subject to a \$20 re-processing fee.
- c) If you wish to use a different credit card for payment than the one on file in your HiBid registration profile, please contact us PRIOR to the conclusion of the auction.
- d) All funds will be paid in USD. 18% (eighteen percent) Buyer's Premium will be applied to all online purchases.
- e) Bidder is responsible for and agrees to pay, all duties, custom, taxes, and any other fees associated with the purchase of any item.
- f) All sales are final, and no sale shall be invalidated. There are no returns or refunds, and credit payments cannot be reversed.

5. NON-PAYMENT / PARTIAL PAYMENT

- a) Any Bidder who does not pay invoice in full is subject, at the discretion of Auctioneer or its consignor(s), to being barred from any future participation in auctions conducted by Auctioneer.
- b) Auctioneer reserves the right to void an invoice if payment in full is not received within 24 hours of auction ending. In cases of nonpayment, Auctioneer's election to void a sale does not relieve the Bidder from its obligation to pay the Auctioneer's fees (seller's and buyer's premium) due on the lot(s), and/or any other damages pertaining to the lot(s).
- c) In the event that Bidder's payment is dishonored upon presentment(s), Bidder shall pay the maximum statutory processing fee set by applicable State of Missouri law.
- d) If any auction invoice submitted by Auctioneer is not paid in full when due, the unpaid balance will bear interest at the highest rate allowed by law from the date of invoice until paid. Any invoices not paid when due will be subject to a three percent (3%) late fee on the invoice amount, or three percent (3%) of any installment that is past due, should payment be accepted on a past-due invoice.
- e) If Auctioneer refers any invoice to an attorney for collection, the Bidder agrees to pay all attorney fees, court costs, and/or any other collection costs incurred by Auctioneer. If Auctioneer assigns collection to in-house legal staff, such attorney's time expended on the matter shall be compensated at a rate comparable to the hourly rate of independent attorneys.
- f) In the event a successful Bidder fails to pay any amount due within 24 hours, Auctioneer, at its sole discretion, reserves the right to sell the lot(s) securing the invoice to any under-bidders in the auction in which the lot(s) appeared, or in subsequent private or public sale, or to re-list the lots in a future auction conducted by Auctioneer. The defaulting Bidder agrees to pay for the reasonable costs of resale (including a 35% seller's commission, if consigned to an auction conducted by Auctioneer). The defaulting Bidder is further liable to pay any difference between his/her/its total original invoice for the lot(s), plus any applicable interest, and the net proceeds for the lot(s), if sold at private sale, or the subsequent hammer price of the lot(s), less the 35% seller's commission, if sold at an Auctioneer's auction.
- g) Auctioneer shall have a lien against the merchandise purchased by the Bidder to secure payment of the auction invoice. Auctioneer is further granted a lien and the right to retain possession of any other property of the Bidder then held by the Auctioneer or its affiliates, to

secure payment of any auction invoice or any other amounts due the Auctioneer or its affiliates from the Bidder.

- h) With respect to payment of auction invoices, the Bidder waives any and all rights of offset they might otherwise have against the Auctioneer and/or the consignor of the merchandise included on the invoice. If a Bidder owes Auctioneer or its affiliates on any account, Auctioneer and its affiliates shall have the right to offset such unpaid account by any credit balance due the Bidder, and it may secure, by possessory lien, any unpaid amount by any of the Bidders property then held in the Auctioneer or its affiliates' possession.

6. ITEM DESCRIPTIONS

- a) Neither the Auctioneer nor its consignor(s), make any guarantees, warranties, or representations, expressed or implied, with respect to the property being sold, except as to the warranty of title. All implied warranties of merchantability, and/or fitness for purpose, are specifically disclaimed by the Auctioneer and its consignor(s).
- b) Specifically, neither the Auctioneer, nor its consignors, makes any representation or warranty of any kind, expressed or implied, with respect to any of the following characteristics of property: age, authenticity, genuineness, attribution, provenance, origin, physical condition, importance, size, quality, quantity, rarity, value exhibitions, historical references or significance, medium, material, culture, or source origin.
- c) All information within any catalog, sale bill, auction listing, advertising, website, or elsewhere is offered to the Bidder as a statement of opinion only. It is not intended to contain statements of fact for which the Auctioneer or its consignor(s) may be held liable. This disclaimer of liability on the Auctioneer's part applies whether the information is included in any catalog, sale bill, or website, and extends any advertisements, announcements, or communications through our representatives, bills of sale, or elsewhere, and regardless of whether written or oral.
- d) Neither the Auctioneer nor its consignor(s), shall be responsible for the correctness or accuracy of descriptions or other information in any catalog or elsewhere. The Bidder assumes full responsibility to inspect and to evaluate the property to its, his, or her, complete satisfaction prior to any bid or purchase. The Bidder agrees to make an independent judgment about the property, the property's value, and/or property descriptions or any other information about the property, and to bid accordingly.
- e) The Auctioneer may, without in any way diminishing any disclaimers of liability contained in these terms and conditions, and elsewhere, mention within the description of an item or lot, some significant damage, though this may or may not include all faults, imperfections, and/or restorations.
- f) The Bidder agrees not to base a bid solely upon information provided by the Auctioneer, or its consignor(s).

7. LIABILITY

- a) Safety of operation of any electrical or otherwise powered devices or items sold is not warranted, or guaranteed, in any way. Auctioneer recommends that all electrical or otherwise powered items sold be checked, installed, and or operated by a licensed electrician or other appropriate technician.

- b) Items sold could, or could not, meet current, or any other, safety standards. Certain items could subject the operator or installer to various hazards, including, but not limited to, non-polarized plugs, lack of grounding conductors, and/or guards missing, malfunctioning, or not acceptable by modern safety standards. Bidder assumes all responsibility to check with appropriate authorities having jurisdiction regarding any/all local codes regarding such devices. Bidder assumes any and all liability for any installation and/or operation of any item purchased.
- c) Vintage items are sold with a primary use as collector's items, solely intended for display purposes only and, as such, are not recommended for any other practical use. Vintage items could, or could not, meet any safety standards, could be coated with lead paint, could contain lead, or could be made entirely of lead, and also could contain phthalates, or present choking hazards. Bidder agrees, in compliance with the Consumer Product Safety Improvement Act, to buy vintage items as collectibles for display purposes only, and with no intention of using them, selling them to be used, or of allowing them to be used otherwise. Bidder further agrees to assume all liability and responsibility, and to hold harmless the seller and/or the Auctioneer, in the event of injury, harm, or death to anyone as a result of improper use of any item purchased at auction. Bidders must be over 18 years of age.
- d) Bidders agree that they, and their guests, are participating in the auction sale at the Bidder's own risk, exclusively, and agree to indemnify, save, and hold harmless the Auctioneer, and its seller(s) and/or consignor(s), from any and all accidents and/or injuries they may receive while attending the auction sale and/or during previews or pickup of auction items.

8. DISPUTES/ARBITRATION

- a) Auctioneer shall designate the winning bidder after each item is auctioned. Should any dispute arise between two (2) or more Bidders, regarding any matter, Auctioneer reserves the right, and the Bidders grant Auctioneer the right (solely at Auctioneer's discretion), to re-open bidding on the item in question, and/or to resolve any/all questions through the identification, or designation, of the winning bidder and/or the amount of the winning bid.
- b) Auctioneer and Bidder hereby agree to submit any dispute between Auctioneer and Bidder, arising out of, or relating to, this agreement, to an arbitration panel of three (3) neutral persons selected by Auctioneer. If Bidder disapproves of the panel, Bidder shall, within ten (10) days after receiving notice of selection of the panel, initiate arbitration before the American Arbitration Association (AAA), using its rules for commercial arbitrations, with the exception that all AAA fees shall be paid by Bidder.
- c) If Bidder fails to timely initiate arbitration through AAA, or to pay AAA fees and costs, Auctioneer may resume arbitration through a neutral arbitration panel selected by Auctioneer.
- d) The decision of arbitration will be final and binding on all parties.

9. LEGAL ACTIONS

- a) Notwithstanding anything contained in this agreement to the contrary, Auctioneer hereby reserves the right to seek any action against Bidder in a court of competent jurisdiction.

- b) Any action or suit of any kind relating to this agreement must commence within one (1) year from the date when the cause of action or claim accrued, or it shall be forever barred. The right of action or suit shall accrue, and the one-year limitation shall begin to run, at the date upon which the breach, damage, or injury is sustained, and not when the resulting cost, damage, harm, or loss is discovered.
- c) Auctioneer shall not under any circumstances be liable to Bidder for any consequential damages to Bidder, and Bidder shall not hold Auctioneer liable for failure of any successful Bidder to complete transaction.
- d) Bidder agrees to be responsible for any and all attorney's fees and/or collection fees incurred by seller or Auctioneer as a result of any disputes or actions brought on by Bidder with regard to any auction or auction item.

10. SALES TAX

- a) When sales tax is applicable, Bidder agrees to pay the Auctioneer the actual amount of tax due in any event where sales tax is not properly collected due to an expired, inaccurate, inappropriate text certificate or declaration, or due to any incorrect interpretation of the applicable statute, or due to any other reason.
- b) When sales tax exemption is applicable, the appropriate forms or certificate must be on file with and verified by the Auctioneer 24 hours PRIOR TO THE CLOSE of the auction, or sales tax must be paid. Lots originating from different auctions may not be aggregated for sales tax purposes.
- c) Farm tax exemption cards can only be used on auction items approved by the Missouri Tax Commission.
- d) Any motor vehicles offered for sale are subject to any and all applicable state titling and tax laws. Bidder agrees to be responsible for complying with these laws.

11. GOVERNING LAW & JURY WAIVER

- a) This agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, and any action or proceeding arising hereunder shall be brought in the courts of the State of Missouri.
- b) If any such action or proceeding arises under the Constitution, laws, or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that suit may be brought in a United States District Court, it shall be brought to the United States District Court for the Western District of Missouri, located in Kansas City, Missouri.
- c) The invalidation of one or more terms of this agreement shall not affect the validity of the remaining terms.
- d) Auctioneer and its seller(s) hereby waive the right to any jury trial in any action, proceeding, or counterclaim in connection with this agreement brought by either party against the other party.

12. SEVERABILITY

Except as expressly provided to the contrary herein, each section, part, term and/or provision of this agreement shall be considered severable; and if, for any reason any section, part, term or provision herein is determined to be invalid, unenforceable or contrary to, or in conflict with, any

existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the future operation of, or have any other effect upon, such other sections, parts, terms and provisions of this agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid or unenforceable sections, parts, terms or provisions shall be deemed to be replaced with a provision that is valid and enforceable and most merely reflects the original intent of the invalid or unenforceable provision.