

TERMS & CONDITIONS OF SALE

1. PUBLIC SALE

This is a public sale conducted by Magna Auction Company, a licensed and bonded auction company in the Commonwealth of Pennsylvania. By bidding on any item at auction, whether it be live, online, onsite, absentee or phone bid, the bidder/purchaser agrees to be bound by these terms and conditions of sale and/or any other terms and conditions of sale published and/or announced by the auctioneer.

Additional Terms and Conditions as listed in the auction listing, published on our web site, published in print, written contracts for sale and/or statements by the auctioneer made the day of auction take precedence over and/or are in addition too, previously published or printed Terms and Conditions of sale. The validity and interpretation of any of the Terms and Conditions of this agreement or of the rights and duties of the parties under this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

By registering to bid for any auction held by Magna Auction Company, the bidder/purchaser understands that they have entered into a legally binding contract, which means that if you are a successful bidder, you are required to pay the total purchase price and all associated charges and fees as set forth in these terms and conditions.

Magna Auction Company reserves the right to withdraw any lot or property, to divide or combine lots or property at any time before and/or during such property's auction. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot.

Magna Auction Company reserves the right to reject a bid from any bidder, to split any bidding increment, and to advance the bidding in any manner the auctioneer may decide.

2. REGISTRATION AND BIDDING QUALIFICATIONS

Bidders must register for a bidding number by giving name, address, phone number, and government issued identification.

All bidders must be 18 years of age in order to register to bid and buy.

Bidders may be required to submit a valid payment method, issued in the same name, as the bidder, in order to register.

Any bidder looking to register in the name of a company or any other entity must provide a certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your name and current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

CONSIGNORS ARE NOT ALLOWED TO BID ON THEIR OWN ITEMS. Consigner bidding or bidding on behalf of the Consignor is illegal and is grounds for discontinuation of the auction and a claim for any resulting damages including, but not limited to, costs for holding said auction and a reasonable amount for lost commissions.

3. ABSENTEE AND PHONE BIDDING

Absentee and phone bidding is only available to those bidding at a LIVE AUCTION.

A completed Absentee & Phone Bid Form must be returned to Magna Auction Company via email or fax listed below at least 24 hours prior to the auction start time. Absentee and Phone Bid Form must be submitted in writing. If any part of the form filled out by you is found to be illegible, the bidding form and your bids will be disregarded.

The minimum absentee bid is \$50. The minimum opening bid will be \$50. The minimum phone bid is \$200. The minimum opening bid will be \$200.

Magna Auction Company will bid on behalf of the buyer listed on the "Absentee and Phone Bid Form," up to but not exceeding the amount specified on the form. In the event of tied bids or if the bid falls against another buyer, and the bidder indicates a +1 next to the bid on the form, we will advance the bid to the next increment but not exceeding 1 increment above your top bid.

Everyone leaving an absentee/phone bid must be willing to leave their credit card number to assure payment of a successful bid(s).

Magna Auction Company will not be held responsible for error or failure to execute the bid.

4. TYPES OF AUCTIONS

LIVE AUCTION

Live bidding is the traditional method of bidding. Prior to bidding, all bidders must register to receive a bidder number from our clerk. To receive your bidder number, buyers must give their name, address, phone number, and provide acceptable identification.

To bid in the auction, raise your bidder number for the auctioneer to see. When you are finished bidding on your selected lots, bidders will collect their items and return to the clerk to pay for your items. Payment is required on the same auction day.

LIVE AND ONLINE AUCTION

These auctions take place online and WITH, "in person" live bidding. They can take place on one online platform or over several online platforms being updated simultaneously as stated in the ONLINE ONLY AUCTION section along with an on location, live

audience with a bidder numbers as stated above in the LIVE AUCTION section.

Because bids can come from several sources, a tie for the high bid can be possible. In the event of a tie for the high bid, the first bid given - regardless of its source - wins.

Magna Auction Company or any of its staff shall not be held responsible or liable for any human or technical issues, bidding errors, or internet bidding system shutdowns that may occur.

ONLINE ONLY AUCTION

Online only auctions are open for pre-bidding until the specified date and time, at which time pre-bidding will cease and the auction will go live. Online auctions do not have an auctioneer calling the bids. There is a bidding window and the bidding window may or may not include a time auto extended feature. At the end of this period, the bidder who has submitted the highest bid wins the lot.

Magna Auction Company or any of its staff shall not be held responsible or liable for any human or technical issues, bidding errors, or internet bidding system shutdowns that may occur.

LIVE ONLINE ONLY AUCTION

Magna Auction Company may offer one or several platforms to bid online. Online bidding allows you to bid via the internet. Please see the auction listing to see which platform(s) you can use to bid on items you're interested in.

These auctions are open for pre-bidding until the specified date and time, at which time pre-bidding will cease and the auction will go live. They are conducted over an extended period of time as listed on the auction listing. Lots will be sold one at a time, in numerical order, by a live auctioneer who will be taking bids from one platform or over several platforms being updated simultaneously on

the day of the auction. These auctions take place with NO "in person live audience" bidding.

Because bids can come from several sources, a tie for the high bid can be possible. In the event of a tie for the high bid, the first bid entered - regardless of its source - wins.

Magna Auction Company or any of its staff shall not be held responsible or liable for any human or technical issues, bidding errors, or internet bidding system shutdowns that may occur.

5. DESCRIPTION AND PREVIEW OF LOTS

The buyer expressly acknowledges and agrees that Magna Auction Company is not responsible for color variations or typos in print and electronic media, that when a description is given, that description is given as a matter of opinion. The correctness of the description is solely for informational purposes and it is the responsibility of the buyer to verify, to their own satisfaction, the correctness of the description. Therefore, it is important that you inspect all items before you make a purchase. Look at the image(s), read the description, inspect the item in person if possible. All of our auctions are as-is, where-is, with all faults and with no guaranties are expressed or implied.

6. AUTHENTICATION, AUTHORSHIP AND GRADING

Items are described for information purposes only. Items offered for sale are described to the best of our ability, relying on personal knowledge, comparable sales and research.

Items offered for sale with documentation of provenance, grading and/or authentication, does not guarantee the authenticity of that item. All bidders shall satisfy themselves when checking the provenance, grading and/or authenticity of an item through their own inspection of the item and its documents

and/or verifying with a third party grading service.

7. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

Magna Auction Company and the consignor make no representation or warranty as to whether the buyer acquires any copyrights, intellectual property rights, other moral rights and/or other residual rights in lots sold.

Magna Auction Company or our licensors hold the copyright of the text of all its electronic media, in print, photographs, digital images and illustrations of lots. You will not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without our prior written consent.

8. ESTIMATES

Magna Auction Company may include a low and high value estimates for each lot. This estimate DOES NOT include the buyer's premium and tax. The estimates are provided as an approximate guide to current market value based primarily on previous auction results for comparable pieces. They are not a representation or a prediction of the final bid price that will be realized at auction. These estimates may substantially differ from our original estimates. They are determined well in advance of a sale and are subject to revision.

Any appraisal, estimate or opinion expressed by any principal, employee, consultant or other person with respect to the anticipated auction price of any item or lot is a statement of opinion only and Magna Auction Company makes no guarantee, warranty or agreement with respect to the sale price of any item.

9. LIMITATION OF LIABILITY

The buyer expressly acknowledges and agrees that all property is sold "as is", "where is" and with all faults. Neither Magna Auction Company nor the consignor makes any

representation or warranty, express or implied, as to the merchantability, fitness or condition of the property or as to the correctness of description, genuineness, attribution, provenance or period of the property.

The buyer expressly acknowledges and agrees that in no event shall Magna Auction Company be liable for any damages including, without limitation, any compensatory, incidental or consequential damages. In no event shall the aggregate liability of Magna Auction Company and its consignor to a purchaser exceed the purchase price actually paid for a disputed item of property.

If Magna Auction Company is prevented by fire, theft or any other reason whatsoever from delivering any property to the buyer or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid therefor by the buyer and shall in no event include any compensatory, incidental or consequential damages.

10. PAYMENT OF PURCHASES

Accounts must be settled in full before property is released to the buyer. In the event property is released earlier, such release will not affect the buyer's obligation to timely remit full payment.

Buyers must make payment in a timely manner as stated below. Accepted payment types are cash, check, bank check, money order, bank wire transfer, debit card. Major credit cards are also accepted. Please note that there is an additional surcharge/fee added to the total amount of the invoice for all credit card transactions or bank wire transfer.

Cashier's check, money order, or personal check with approved credit must be drawn on a U.S. bank and written in U.S. Dollars. A processing fee will be assessed on any returned checks.

All payment types must be issued in the name of the purchaser. A government issued I.D., if requested, must be supplied to Magna Auction Company for the purposes of verifying your identity.

Magna Auction Company does not accept 3rd party payment systems. i.e. PayPal, Venmo and others.

LIVE AUCTIONS

Payment is due at checkout. Your full amount due is charged as: winning bid amount, buyer's premium, Pennsylvania sales tax (if applicable), shipping related charges (if applicable) and any other applicable fees/charges listed on the invoice (if applicable).

ONLINE AUCTIONS

This payment term includes all auctions with the term "ONLINE" as listed on the buying page.

An invoice will be sent to the email address we have on file within 5 days after the completion of the auction. Your full amount due is charged as: winning bid amount, buyer's premium, Pennsylvania sales tax (if applicable), shipping related charges (if applicable) and any other applicable fees/charges listed on the invoice (if applicable).

All invoices will be sent as if you are paying via credit card. If you would like to pay by any other means, please contact Magna Auction Company for a new invoice.

No matter the source, all payment must be received within 10 days from the date of the auction. Checks may take up to 3 weeks to clear after they have been received. On or about the 10th day, Magna Auction Company will charge the invoiced amount to the credit card number provided.

11. NON-PAYMENT OF PURCHASES

On or about the 10th day, Magna Auction Company will charge the invoiced amount to the credit card number provided.

Items still remaining at our facility 30 days after the auction date will be considered abandoned merchandise. The purchaser will be refunded the purchase price minus any buyer's premium, storage and other related fees. The item may then be offered to the next lower bidder or consigned to a future auction without additional notice to the purchaser.

If the credit card is rejected at the time of payment and a supplement payment method is not provided immediately, all of the items you have purchased will be considered Abandoned Merchandise.

If sold in conjunction with a third party platform, Magna Auction Company will file an unpaid item dispute and report non-paying bidders to any other third party bidding platform.

If you meet any of the criteria under Non-Payment of Purchases, you may be rejected from future bidding or consigning at any and all future auctions held by Magna Auction Company without the expressed permission of Magna Auction Company.

12. DISPUTES

In the event of any dispute, or in the event the auctioneer doubts the validity of any bid, the auctioneer shall have sole and final discretion either to determine the successful bidder, re-open the bidding, or to cancel the sale and re-offer and resell the article in dispute. If any dispute arises after the sale, our records of sales shall be conclusive in all respects.

13. CHARGEBACK POLICY

Purchases of any kind made through Magna Auction Company agree that disputes of any

nature may not be resolved by a credit card chargeback. The buyer waives the right to initiate the filing of any chargeback claim against Magna Auction Company and/or its credit card merchant. If a chargeback occurs, the buyer agrees to pay a minimum of \$400, in addition to administrative fees, costs, attorney fees, and/or any other costs/charges associated with responding to a chargeback for the administrative burden of responding to the dispute.

14. SALES TAX

Pennsylvania buyers and/or those who pickup in Pennsylvania (regardless of which state you are from) will be required to pay Pennsylvania Sales Tax of 6% at the time of payment unless the buyer provides Magna Auction Company a valid Sales Tax License Number with a complete and signed **Pennsylvania Exemption Certificate (REV-1220)**.

THIRD-PARTY PLATFORM sales tax, please note when bidding on a third-party platform and you live in the state that third-party platform located, that third party platform may include sales tax on their invoice to you unless you have a valid tax exemption certificate on file with them. Please contact your chosen third party platform for more information.

15. PICKUP OF PURCHASES

All items purchased must be paid for in full before pickup.

If pickup is offered, pre-allocated time slots will be available on the day listed for pickup.

If the purchased item needs to be disassembled for removal or disconnected from its mounting of its location on the property, disassembly and disconnection is the sole responsibility of the purchaser. Damage to the purchased item and/or to the property it is connected to, caused by disassembly and/or disconnection by the

purchaser, is the sole responsibility of the purchaser.

16. SHIPPING

All items purchased must be paid for in full before shipping.

The costs associated with shipping is not included in the total purchase price. Shipping, handling, insurance fees and all other costs are at an additional cost to the buyer.

Magna Auction Company offers in-house shipping, subject to limitations. Shipping, handling and insurance fees are additional to the total purchase price. If your item is eligible for shipping, the shipping charges will be calculated and added to your invoice. Please note that some lots purchased by the same bidder during the same auction cannot be shipped together due to size and weight, this will be noted on the invoice.

Shipping for Items purchased on separate days and/or separate auctions in the same day cannot be combined. These shipping charges will be added to your separate billing statements.

Any package with a value in excess of \$50 must be insured unless the buyer completes a "Waiver of Shipping Insurance form".

Purchase invoices, shipping charges and all other fees charged to your invoice must be paid in full, in advance prior to shipment.

All items may take up to 7 – 10 business days to be shipped after cleared payment has been posted to your account.

IN-HOUSE PACKAGING AND SHIPPING LIMITATIONS

Magna Auction Company reserves the right to make the final decision on what item(s) can or will ship.

Due to some items being oversized, heavy, fragile or some other nature, these items must be shipped via a third-party shipper.

THIRD-PARTY SHIPPING

While Magna Auction Company will try to provide shipping for most items that the auctions offer, items that are large, heavy or more fragile in nature will need to be shipped by a third party. It is at the discretion of Magna Auction Company to determine which items can be shipped in-house and which will require third-party shipping.

You will be notified when you receive your invoice if a third party shipper is necessary. All items shipped via third party shipper must be picked up by your shipper within 5 business days of payment of you invoice.

Please notify Magna Auction Company after your invoice has been paid and you have procured third party shipping to arrange pickup by your third party shipper.

Magna Auction Company is not responsible for any damage or loss that occurs via a third-party shipper.

INTERNATIONAL SHIPPING

Magna Auction Company does provide in-house international shipping. All international shipping governed by our **In-house shipping limitations policy**.

Shipping insurance is required for all purchases shipped internationally by Magna Auction Company.

Magna Auction Company does not possess an export license. If the property purchased is subject to laws governing export from U.S. or laws restricting imports into foreign countries, the granting of licensing and any applicable fees or paperwork for export and/or import of such goods is the responsibility of the buyer.

Magna Auction Company reserves the right to make the final decision on what item(s) can or will ship. Some items may be restricted and/or prohibited from shipment and import into your country. Magna Auction Company does not ship restricted or prohibited items. You must procure a qualified third party shipper that will advise you on how to handle these shipments.

17. STORAGE FEES

Any items not picked up or picked up by your third party shipper within 5 business days of payment of your invoice, will incur storage fees at a rate of \$5.00 per lot, per day, said rate applies to all items regardless of size or value. Storage fees must be paid before we release the item(s) for pick up. Items still remaining at our facility 30 days after the auction date will be considered abandoned. The purchaser will be refunded the purchase price minus any buyer's premium, storage and other related fees. The item may then be consigned to a future auction without additional notice to the purchaser.

18. ABANDONED MERCHANDISE

Live Auction: Items still remaining at the site of a Live Auction after all buyers have checked out, without prior arrangements of removal, will be considered unwanted by the purchaser and will be discarded without notice to the purchaser.

Online Auctions: Items still remaining at our facility 30 days after the auction date will be considered abandoned merchandise. The purchaser will be refunded the purchase price minus any buyer's premium, storage and other related fees. The item may then be offered to the next lower bidder or consigned to a future auction without additional notice to the purchaser.

If you meet any of the criteria under Abandoned Merchandise, you may be

rejected from future bidding or consigning at any and all future auctions held by Magna Auction Company without the expressed permission of Magna Auction Company.

19. CURRENCY CONVERTER

Magna Auction Company does not provide or support any currency converter. The rates used by any source for conversion of other currencies to U.S. Dollars are informational uses only and should not be relied upon by a bidder. Magna Auction Company nor its agents shall be responsible for any errors or omissions in the operation or accuracy of the currency converter.

20. FOREIGN BUYERS

An invoice will be sent to the email address Magna Auction Company has on file within 5 days after the completion of the auction. Your full amount due is charged as: winning bid amount, buyer's premium, Pennsylvania sales tax (if applicable), shipping related charges (if applicable) and any other applicable fees/charges listed on the invoice (if applicable).

Magna Auction Company accepts payment as stated above with the EXCEPTION that checks must be written in U.S. dollars & drawn on U.S. banks. Please DO NOT send checks drawn on foreign banks. All foreign payments must clear through our bank before shipment can be made.

Buyer is responsible for all import related charges (if applicable).

21. RECORDING OF AUCTIONS

The bidder/buyer expressly acknowledges and agrees that Magna Auction Company may record you at its auctions and/or any or any other place it conducts business by, but not limited to, voice recording, video recording and photography.