

TERMS AND CONDITIONS FOR ONLINE BIDDING

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the personal property (the "Seller").

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions and the auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The personal property (the "Property") is offered at public auction with no express or implied warranties or representations from the seller or sellers of the Property (the "Seller") or McCurdy Auction, LLC ("McCurdy"). The Property is offered "as is, where is" and all warranties, including merchantability and fitness for a particular purpose, are disclaimed and waived by Bidder. Bidder acknowledges that Bidder has been encouraged to thoroughly inspect the Property prior to bidding, has been provided an opportunity to inspect the Property, and has either performed all desired inspections or accepts the risk of not having done so. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided, including oral statements, or to be provided by Seller or McCurdy. Bidder's failure to inspect an item cannot constitute grounds for any adjustment, trade, refund, or termination of Bidder's obligation to purchase that item. All items that could contain lead based paint, including toys, are offered as collectibles or antiques.
4. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties.
5. There will be a 10% buyer's premium added to the final bid for all items offered. The buyer's premium, together with the final bid amount, will constitute the total purchase price of that item.
6. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted. A winning bid on an item constitutes an enforceable contract for the sale of that item between Bidder and Seller.
7. Bidder authorizes McCurdy to use any films, photographs, recordings, or other information about the auction for promotional or other commercial purposes.
8. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
9. McCurdy employees reserve the right to bid on the Property, subject to these Terms and Condition.
10. McCurdy has the right to establish all bidding increments.
11. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
12. Auction results are not final until certified by McCurdy. The fact that an item is denoted as "pending" or "sold" by the online bidding platform does not constitute certification of the auction results for that item. Results of the auction are deemed certified when invoices are generated or charges for payment initiated by McCurdy.
13. For all items for which Bidder is the winning bidder except for title items, the credit card provided by Bidder will be automatically charged at the conclusion of the auction an amount equal to the winning bid, plus the buyer's premium and sales tax, if applicable.
14. For all titled items for which Bidder is the winning bidder, the credit card provided by Bidder will not automatically be charged at the conclusion of the auction unless directed otherwise by Bidder. Upon the conclusion of the auction, Bidder is responsible for immediately making arrangements with McCurdy for payment for any titled items for which Bidder is the winning bidder. Certified funds, cash, or credit card will be accepted. Title and possession of titled items will be delivered only after payment has been made and funds guaranteed.

15. The entire contract for sale is embodied in these Terms and Conditions.
16. Absent extenuating circumstances, the established preview and pick-up days are the only times available for preview and pick-up. In the event that Bidder is the winning bidder for an item, but fails to pick up the item during the established pick-up time, McCurdy reserves the right to resell the item and Bidder will be responsible for a restocking fee equal to 20% of the purchase price.
17. Once a winning bid for an item has been acknowledged and certified by McCurdy, Bidder is solely responsible for such item. Delivery and possession of purchased items occurs at the physical location of such purchased items at the time of purchase. Should Bidder elect to have any purchased items shipped or delivered, whether facilitated by McCurdy or an independent third party, the items remain the responsibility of Bidder. No bailment is intended or established between McCurdy and Bidder. Any costs associated with handling, packing, shipping, transporting, or insuring purchased items are solely the responsibility of Bidder.
18. Bidder waives the right to dispute or chargeback purchase charges made to the credit card provided by Bidder.
19. All applicable firearms laws or regulations will be observed. Purchasers of firearms must fill out necessary transfer paperwork, pass mandatory FBI background check, and comply with any other requirements as determined by the Federal Firearms Licensee ("FFL") facilitating the transfer of the firearm. Bidder will be responsible for all FFL transfer fees and any shipping and handling charges. In the event that Bidder is the winning bidder for a firearm, but is unable to take possession of the firearm, Bidder will be responsible for a restocking fee equal to 20% of the purchase price of the firearm.
20. When creating an online bidding account, Bidder must provide accurate and complete information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction.com.
21. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
22. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
25. The Property is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
26. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
27. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
28. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.