

TERMS AND CONDITIONS

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 Real Estate & 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.
4. 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.
5. 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.
6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Property on which Bidder is bidding. Bidder acknowledges that information regarding the Property may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Property information or assumes the risk of not having done so.
7. Once submitted, a bid cannot be retracted.
8. 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.
9. A winning bid on an item constitutes an enforceable contract for the sale of that item between Bidder and Seller.
10. Bidder authorizes McCurdy to use any films, photographs, recordings, or other information about the auction for promotional or other commercial purposes.
11. 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 during preview or pick-up. 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.
12. McCurdy employees reserve the right to bid on the Property, subject to these Terms and Conditions.
13. McCurdy has the right to establish all bidding increments.
14. 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.
15. 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.

16. Generally, for any items in which Bidder is the winning bidder, the credit card provided by Bidder will be automatically charged at the conclusion of the auction in an amount equal to the winning bid, plus the buyer's premium and sales tax, if applicable. For amounts in excess of \$10,000, however, the Bidder's credit card will not automatically be charged and McCurdy will instead contact Bidder to make payment arrangements. In those instances, certified funds, cash, or credit card will be accepted. In the event that Bidder has not communicated with McCurdy regarding their preferred method of payment for amounts in excess of \$10,000 within 24 hours of placing the winning bid, McCurdy reserves the right to charge Bidder's credit card for the full amount owed.
17. For any titled items, title will be delivered only after payment has been made and funds guaranteed.
18. The entire contract for sale is embodied in these Terms and Conditions.
19. 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.
20. 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.
21. Bidder waives the right to dispute or chargeback purchase charges made to the credit card provided by Bidder.
22. 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 [auctions@mccurdy.com](mailto:auctions@mccurdy.com).
23. 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.
24. 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.
25. 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 suspend, pause, or extend the scheduled closing time of the auction.
26. 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.
27. The Property is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
28. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
29. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
30. 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.

31. 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.