

# BIDDER

## TERMS & CONDITIONS

*We advise all bidders to read the Terms and Conditions of the Sale before bidding with Dan Morphy Auctions LLC and/or its affiliates Morphy Firearms LLC, and Morphy Auctions, Las Vegas collectively referred to below as MORPHY'S. Those who bid are bound by those Terms and Conditions of the Sale, as amended by any oral announcement or posted notices, which together form the contract of the sale between the successful bidder (purchaser), MORPHY'S and the seller (consignor) of the lot.*

### TERMS OF SALE

When bidding on any lot offered by MORPHY'S, the bidder indicates acceptance of the following Terms of Sale. Any participation in the auction binds you to agreement of these terms whether or not you read or understand said terms..

### CONDITION OF ITEMS

MORPHY'S makes every effort to accurately describe all items offered in its sales, however all items for sale are "as is," and it is the bidder's responsibility (present or absentee bidders) to determine the exact condition of each item. MORPHY'S will not be held responsible for typographical errors. All written and oral descriptions of the Vehicles or related information, including, but not limited to, descriptions in any catalogue or other Auction-related materials, postings, announcements, press releases, advertisements, any bill of sale or invoice, and any statements or affirmations made by or on behalf of MORPHY'S prior to or at the Auction, including, without limitation, any reference to a Vehicle as being a particular model, make, or type or the rarity or uniqueness or provenance thereof, are only statements of opinion and not statements of fact and do not, and shall not under any circumstances be deemed to, create or constitute representations or warranties of any kind by MORPHY'S or the seller. Each bidder and Buyer hereby acknowledges and agrees that they are not entitled to rely, and they each agree not to rely, upon any of such descriptions, statements, affirmations, information or materials for any purpose, and that none of the foregoing are a part of the basis of the bargain of the purchase and sale of any Vehicle nor do or shall any of the foregoing supercede or modify any of the General Conditions. All items will be available for preview one (1) months prior to the auction by appointment only.

### COMPANY'S INTEREST IN PROPERTY

All Vehicles in this Auction are offered by MORPHY'S as agent for the seller and not on behalf of MORPHY'S. MORPHY'S shall not have any liability or responsibility for any act, omission, default or failure by seller.

### INSPECTION OF VEHICLES

Bidders are responsible to inspect the Vehicles prior to bidding, and satisfy themselves, as to the condition of the Vehicles and all other matters relating to the Vehicles, including, without limitation, condition, title, importance, value, quality, authenticity, description (including, without limitation, the catalogue description), provenance and whether or not any Vehicle complies with any applicable federal, state or other laws or regulations of any kind, and to identify any repairs, restoration or replacement parts and to ascertain completeness. As the condition and other potentially relevant matters related to a Vehicle are not necessarily easily determined, and MORPHY'S does not claim or possess any peculiar knowledge or experience in determining such matters nor access to relevant information, MORPHY'S does not, and does not assume any obligation or responsibility to, undertake a level of inspection necessary to obtain or verify such information, including, without limitation, any catalogue or other description or announcement or affirmation, and MORPHY'S relies upon information provided by the seller. An employee, officer, agent or representative of MORPHY'S may provide a limited verbal or written condition report upon request. However, MORPHY'S does not assume any responsibility

to determine the condition of any Vehicle and any condition report (and/or any other description or information provided relating to the Vehicle, including in the Auction catalogue) is not intended to and does not negate or modify the "As Is – No Warranty" or any other provisions of these Conditions of Sale, and contains only statements of opinion and not statements of fact and shall not be deemed to create representations or warranties of any kind, and in no event shall MORPHY'S or any of its directors, employees, officers, agents or representatives have any liability or responsibility for any matters relating to or arising out of such report and/or the condition of any Vehicle, regardless of the content or omissions of, or any errors in, the report. The absence with regard to a Vehicle of any mention of repairs, damage, replacement parts or restoration in any condition report, catalogue description or statements by MORPHY'S shall not be deemed to mean the Vehicle is free of the foregoing nor shall reference to any of the foregoing be deemed to exclude any others. Bidders are provided an opportunity to inspect the Vehicles prior to bidding and are invited and strongly encouraged to conduct and must solely rely upon their own independent inspection and examination of any Vehicle and all matters relating thereto before placing any bid.

### CERTIFICATE OF TITLE

MORPHY'S MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EXISTING CERTIFICATE OF TITLE OR REGISTRATION WITH REGARD TO ANY VEHICLE. IT IS THE BIDDER'S AND BUYER'S RESPONSIBILITY TO MAKE ITS OWN INDEPENDENT INVESTIGATION WITH REGARD TO THE TITLE, INCLUDING EXAMINING ANY AND ALL DOCUMENTATION PERTAINING TO THE TITLE PROVIDED BY THE SELLER AND MADE AVAILABLE BY MORPHY'S PRIOR TO THE AUCTION, AND DETERMINING WHETHER A VEHICLE CAN BE REGISTERED. MORPHY'S DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OR ALL TITLE DOCUMENTATION OR REGISTRATION WILL SATISFY THE REQUIREMENTS OF ANY STATE IN THE UNITED STATES OR OF ANY FOREIGN GOVERNMENT, AND MORPHY'S SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES WITH REGARD TO WHETHER OR NOT SUCH DOCUMENTATION IS ACCEPTABLE, COMPLETE OR ADEQUATE, OR OTHERWISE IN CONNECTION THEREWITH, AND ALL SUCH TITLE DOCUMENTATION IS PROVIDED BY THE SELLER AND MORPHY'S DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO SUCH TITLE DOCUMENTATION OR THE QUALITY OR MARKETABILITY OF TITLE TO ANY VEHICLE. THE BUYER OF A VEHICLE IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL REGISTRATION REQUIREMENTS AS TO SUCH VEHICLE.

### ROADWORTHINESS/COMPLIANCE

Notwithstanding any verbal or written statement or description of any kind regarding any Vehicle, whether by or on behalf of MORPHY'S or seller, including, without limitation, in the catalogue for the Auction, all Vehicles are sold "as is" and only as collector's items and Vehicles may not be suitable for use on the road. The Buyer of any Vehicle who intends to use the Vehicle on the road is responsible for determining roadworthiness and for complying with all applicable regulations regarding title, registration, insurance, emission control, safety equipment and the Buyer assumes all risk of whether any such Vehicle will or does comply, and neither MORPHY'S nor seller shall

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have any liability or responsibility of any kind for failure to comply or lack of roadworthiness by any Vehicle.

### BIDDING RIGHTS & RESPONSIBILITIES

If a lot does not receive a bid of 50% of the low estimate, the lot will be passed by the auctioneer. The auctioneer will determine the highest bidder. The auctioneer alone has the right to reopen the bidding of an item if deemed necessary due to a dispute. If there is a tie bid between the floor and Internet or absentee bid, the floor bid takes precedence. MORPHY'S and its representatives reserve the right to remove those attendees who impede preview and/or the auction. The fall of the Auctioneer's hammer marks the acceptance of the Buyer's bid and a contract of purchase and sale is made between the Buyer and seller. MORPHY'S is not a party to the contract of purchase and sale and MORPHY'S shall not be liable or responsible for any breach or default of such contract by either Buyer or seller. Subject to the General Conditions, including, without limitation, the Buyer's fulfillment of Buyer's obligations and covenants under these Conditions of Sale, title to the specified Vehicle shall pass to the Buyer when the full Purchase Price (as defined below) is paid in accordance with these Conditions of Sale. Upon the fall of the hammer, the Buyer is thereupon responsible for and assumes all risk of loss or damage to such Vehicle. MORPHY'S, its employees, officers, directors, agents and representatives shall not be liable for any loss or damage to or any loss or damage caused by any Vehicle at any time. Immediately following the fall of the hammer, the Buyer shall be required to execute a Confirmation of Purchase, which confirms Buyer's purchase of the Vehicle as announced by the Auctioneer. Whether or not the bidder is acting as an agent, unless MORPHY'S is notified in writing by the principal in advance of the Auction that the bidder is acting as an agent for the principal and MORPHY'S accepts in writing in its discretion such notice, the bidder shall be deemed to be bidding as a principal for its own account and shall be personally responsible for payment in full of the Purchase Price as Buyer and for fulfillment of Buyer's obligations and covenants under the General Conditions. All sales are final. No person shall be entitled to bid or shall bid at the Auction unless they have complied with the requirements of the General Conditions, including, without limitation, registering in advance with MORPHY'S by completing all such registration and other forms and providing financial and other information as MORPHY'S in its discretion may request or require. The buyer will then assume all risk and full responsibility of the lot purchased once ownership has changed.

- **ABSENTEE BIDDING** - MORPHY'S will accept absentee bids if pre-authorized by mail, fax or through [www.morphyauctions.com](http://www.morphyauctions.com) online. Absentee bidders must use the absentee bid form and clearly mark the lot number, title and maximum bid amount. Absentee bidding forms may be accessed online at [www.morphyauctions.com](http://www.morphyauctions.com). If there are two (2) identical bids placed on the same item, priority will be given to the first bid received. All bids must be left in increments as explained on our bid form. If a bid is "out of increment," the auctioneer has the right to round the bid up to the next correct increment. Bidders may preview, register and place bids online through our website, [www.morphyauctions.com](http://www.morphyauctions.com). Seller(s) agree to allow the Auctioneer to accept and execute absentee bids in a competitive manner for potential buyers and under the Morphy Auctions absentee bidding terms and conditions. During the live sale, the auctioneer will execute your absentee bid competitively up to the maximum amount you have indicated.
- **ONLINE BIDDING** - Online bidding through Morphy LIVE and Live Auctioneers is also available; all Terms and Conditions still apply.

If there is a tie bid between the internet bidding venues and the floor, the floor bid takes precedence.

- **TELEPHONE BIDDING** - Requests for phone lines must be received at least three (3) days prior to the auction date. MORPHY'S cannot guarantee phone lines but will make every attempt to accommodate those who wish to participate through that method. Phone lines are provided on a first come first served basis. Please visit [www.morphyauctions.com](http://www.morphyauctions.com) or call 877-968-8880 to request a call from our representatives during the live auction.

### ESTIMATES

Estimates (which do not include the Buyer's premium or any taxes) for the Vehicles printed in this catalogue are only opinions, are prepared well in advance of the Auction, are subject to change and may be amended either orally or in writing prior to or at the Auction. Estimates should not be relied upon, and each bidder and Buyer hereby agrees not to rely upon any estimate, as fact or a guarantee or prediction of the actual selling price or value of a Vehicle, and MORPHY'S shall not have any liability with regard to any estimates under any circumstances.

### RESERVES

The majority of our items are unreserved, but occasionally items may carry a moderate reserve. Please note that when a lot carries a reserve, the reserve is usually somewhere below the low estimate. In the case of a reserved item, the seller has authorized the auctioneer to bid on their behalf until the reserve price is reached.

### BUYER'S PREMIUM

A 10% buyer's premium will be added to all successful bids and is payable by the purchaser as part of the total purchase cost.

### SALES TAX

All buyers will pay applicable state sales tax of their state of residence upon transfer of title.

### PAYMENT

**All merchandise must be paid in full within three (3) days of the date of the sale.**

We accept certified checks, wire transfers, money orders, and cash. If you wish to pay by personal or company check you must have a bank letter of credit. Unless otherwise agreed to by MORPHY'S in writing, MORPHY'S will not accept payment of any portion of the Purchase Price from any party other than the Buyer. Title to a Vehicle does not pass to the Buyer, and the Vehicle will not be released to a Buyer, until good and cleared funds in the amount of the full Purchase Price are received by MORPHY'S in accordance with the General Conditions.

**In the few situations where a successful bidder does not remit payment when due, MORPHY'S will proceed with the legal steps necessary to protect its interests and will block the bidder from future auction participation.**

### COLLECTION, REMOVAL AND STORAGE

Buyer must comply with all of the General Conditions, including, but not limited to, MORPHY'S shall have received payment in full, in good cleared funds, of the Purchase Price, and all Vehicles must be removed from the Auction site at Buyer's risk and expense, by 5:00 pm local time of the Auction location on the Wednesday following the completion of the Auction. If not removed timely by Buyer, in

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addition to any and all other remedies and rights MORPHY'S may have, MORPHY'S shall have the right (but not the obligation) to remove any Vehicle at Buyer's sole risk and expense and store it, at Buyer's account, including, without limitation, removal, storage, transportation and handling expenses and costs and applicable taxes, at a third-party warehouse, and Buyer hereby grants MORPHY'S an irrevocable power of attorney to remove and store such vehicles at Buyer's expense. Except in MORPHY'S's sole discretion, no Vehicle shall be released to Buyer until MORPHY'S has received payment in full, in good cleared funds, of the Purchase Price for the Vehicle, and Buyer has fully complied with the General Conditions.

### ROADWORTHINESS/COMPLIANCE

Notwithstanding any verbal or written statement or description of any kind regarding any Vehicle, whether by or on behalf of MORPHY'S or seller, including, without limitation, in the catalogue for the Auction, all Vehicles are sold "as is" and only as collector's items and Vehicles may not be suitable for use on the road. The Buyer of any Vehicle who intends to use the Vehicle on the road is responsible for determining roadworthiness and for complying with all applicable regulations regarding title, registration, insurance, emission control, safety equipment and the Buyer assumes all risk of whether any such Vehicle will or does comply, and neither MORPHY'S nor seller shall have any liability or responsibility of any kind for failure to comply or lack of roadworthiness by any Vehicle.

### POSTSALE RETURN POLICY

**MORPHY'S hires knowledgeable experts to provide catalog descriptions on the merchandise we sell. Every effort is made to ensure those descriptions are accurate and that they fully disclose any exceptions to condition.**

### "AS IS" - NO WARRANTY

ALL SALES ARE "AS IS — WHERE IS" AND WITH ALL FAULTS. BIDDERS AND BUYERS ARE INVITED AND STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF THE VEHICLES AND ARE SOLELY RESPONSIBLE TO INSPECT THE VEHICLES PRIOR TO BIDDING, AND SATISFY THEMSELVES, AS TO THE CONDITION OF THE VEHICLES AND ALL OTHER MATTERS RELATING TO THE VEHICLES PRIOR TO BIDDING. NOTWITHSTANDING ANY CATALOGUE DESCRIPTION, AUCTION ANNOUNCEMENT, AFFIRMATION, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF MORPHY'S AND/OR SELLER, WHENEVER AND HOWEVER MADE, INCLUDING, WITHOUT LIMITATION, IN THE CATALOGUE, BILL OF SALE, TITLE DOCUMENTS, INVOICE OR OTHER WRITING, ALL SALES ARE MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND NO CATALOGUE DESCRIPTION, AUCTION ANNOUNCEMENT, WRITTEN OR VERBAL INFORMATION, DESCRIPTION, POSTING, REFERENCE, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF MORPHY'S AND/OR SELLER, WHENEVER AND HOWEVER MADE, IS INTENDED TO BE, OR SHALL BE DEEMED TO BE OR DEEMED TO CREATE, A REPRESENTATION OR WARRANTY OR ASSUMPTION OF ANY LIABILITY BY MORPHY'S OR SELLER. NEITHER MORPHY'S NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO TITLE WITH REGARD TO ANY VEHICLE. FURTHER, REGARDLESS OF ANY ANNOUNCEMENT, STATEMENT, AFFIRMATION OR DESCRIPTION (WHETHER ORAL OR WRITTEN), NEITHER MORPHY'S NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY OR ADEQUACY OF ANY DESCRIPTION (INCLUDING, WITHOUT LIMITATION,

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### AGREEMENT REGARDING GOVERNING LAW, VENUE, AND LEGAL RIGHTS

I hereby understand and agree that any controversy or claim arising out of or relating to MORPHY'S Bidder Terms & Conditions, which includes this provision (hereafter referred to as "Terms & Conditions"), MORPHY'S, or the breach thereof (hereafter referred to as "Claims"), shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of law provisions. I hereby irrevocably submit to the personal jurisdiction of the appropriate court in Lancaster County, Pennsylvania in any action or proceeding arising out of or relating to the Claims and their enforcement, and I agree that any and all Claims must be adjudicated, heard, determined, and resolved in said court, and I hereby irrevocably waive any objection on the ground that any such action or proceeding in said court has been brought in an inconvenient forum. MORPHY'S failure to exercise or enforce any right or provision of these Terms & Conditions or any other legal rights, shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms & Conditions by MORPHY'S must be made in writing and signed by an authorized representative of MORPHY'S specifically referencing the provision(s) contained within the Terms & Conditions to be waived. Headings used in the Terms & Conditions are for convenience only and are not to be relied upon. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions

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as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect. These Terms & Conditions will inure to the benefit of, and are intended to be, enforceable by MORPHY'S, its parents, subsidiaries, affiliates, successors, assigns, members, directors, officers, and licensees. There are no third party beneficiaries to these Terms & Conditions; a person or entity who is not a party or signatory to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term or provision of these Terms & Conditions.

PRIVACY

TO REVIEW OUR PRIVACY POLICY, PLEASE VISIT  
[WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY](http://WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY)

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