

# 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 Morphy Firearms LLC 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, published or posted notices, which together form the contract of the sale between the successful bidder (buyer), 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 you read or understand said terms. The Terms in writing contained herein are subject to change without notice and bidder agrees that the most recently published Terms of Sale as published or amended on the website at the beginning of the auction shall apply.

## 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, where is" and it is the bidder's responsibility to determine the exact condition of each item. Morphy Auctions recommends that you make an appointment to personally view any items. Requests for additional information/photos will not be accepted for the timed auctions. MORPHY'S will not be held responsible for typographical errors. Neither we, nor the consignor, make any guarantees, warranties, or representation expressed, or implied, in regard to the property or the correctness of the description, of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibition, literature, or historic relevance of the property or otherwise. No statement anywhere whether oral or written, shall be deemed such a guarantee, warranty or representation. The consignor and we make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property. All items are sold for display purpose. If electrical, mechanical, or other working parts are inoperable, even if working at the time of sale, we are not liable due to the inherent nature of the age of these antiques and items. Returns will not be accepted any under circumstances. ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS AND NO EXCHANGES. Please contact us within 3 days of receiving your item, if the item does not match the TITLE.

## GOODS MADE FROM OR CONTAINING MATERIALS FROM PROTECTED SPECIES

MORPHY'S does not accept any responsibility or liability for the sale of items containing materials from protected species or for any omission in marking or labeling goods as containing materials from protected species. Such material includes, but is not limited to, ivory from elephants and walrus, tortoise shell, crocodile skin, whalebone, rhinoceros' horn, some species of coral and certain woods. Restrictions on the importation, exportation, sale, transfer, and/or possession of goods containing materials from protected species derive from international, federal, and state laws and regulations promulgated thereunder. Laws include, but are not limited to, the Convention on International Trade in Endangered Species of Flora and Fauna (CITES), the Endangered Species Act (ESA) and the Marine Mammals Protection Act (MMPA). States currently restricting trade of protected species include, but are not limited to,

California, New York and New Jersey. Prospective buyers are on notice that several countries completely prohibit importation of property made, all or in part, of protected materials. Some countries require special permits, such as a CITES permit, from

the relevant regulating authority in the countries of exportation and importation as well. Potential buyers intending to import the property into another country should be familiar with the relevant customs laws and regulations prior to bidding on goods containing material from protected species. Regulations may vary as the U.S. generally prohibits importation of articles containing material(s) from species it has designated endangered or threatened if the articles are less than 100 years old, subject to certain exceptions. It shall be the potential buyer's sole responsibility to research and satisfy the requirements of any laws and regulations that apply to the import and export of property as described in the aforementioned paragraphs. All buyers agree to comply with any and all domestic and international restrictions on the trade of protected species as a condition of the sale. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the buyer's responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. MORPHY'S is not able to assist the buyer in attempting to obtain the appropriate licenses and/or certificates, and there is no assurance that an export license or certificate can be obtained. The inability or delay in obtaining permits, licenses or other permissions to import or export goods containing material from protected species will not constitute a basis for rescission or cancellation of the sale of said goods or the delay in payment of purchased items in accordance with these Bidder Terms and Conditions.

## BIDDING

Once the timed auction is launched on [www.LiveAuctioneers.com](http://www.LiveAuctioneers.com), bidder may register and bid. On the final day of the auction at 10:00AM EST, lots are sequentially opened for live bidding in 15 second intervals. If a competing bid is not entered within the 15 second interval the lot will close and hammer to the high bidder at that time.

## BID INCREMENTS

*Bid increments are as follows: If a lot does not receive a bid of 50% of the low estimate, the lot will be passed.*

\$0 - \$250.....	\$10
\$250 - \$500.....	\$25
\$500 - \$1,000.....	\$50
\$1,000 - \$2,000.....	\$100
\$2,000 - \$5,000.....	\$250
\$5,000 +.....	\$500

## BUYER'S PREMIUM

A 28% buyer's premium will be added to all successful bids in the online only auction and is payable by the buyer as part of the total purchase cost.

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### SALES TAX

MORPHY'S is required to collect sales tax where our company established nexus in the previous year. Sales tax rate will be charged by law on behalf of the state and locality where the customer of record takes possession of their purchase. Lots are subject to all applicable state and local taxes, unless appropriate permits are on file with MORPHY'S including lots delivered to you, or your representative. It is the bidder's responsibility to know the sales tax rate applicable. As a convenience, here is a resource to find your applicable sales tax: <https://www.taxjar.com/sales-tax-calculator>. Bidder agrees to pay MORPHY'S the actual amount of tax due in the event that sales tax is not properly collected due to: 1) an expired, inaccurate, or inappropriate tax certificate or declaration, 2) an incorrect interpretation of the applicable statute, 3) or any other reason. The appropriate form or certificate must be on file at and verified by MORPHY'S five days prior to Auction, or tax must be paid; only if such form or certificate is received by MORPHY'S within 4 days after the Auction can a refund of tax paid be made. Lots from different auctions may not be aggregated for sales tax purposes.

### PAYMENT, INTEREST & STORAGE FEES

Invoices will be auto charged to the credit card used during your registration through Live Auctioneers. Shipping will also be added and MORPHY'S will send a second copy of the full invoice with the shipping balance or any remaining balance due via email. Bidder is required to login into their MORPHY account at [www.morphyauctions.com](http://www.morphyauctions.com) to pay any remaining balance due via credit card. A copy of the paid invoice will be sent by email. It is the buyer's responsibility to obtain and send any additional information necessary to initiate transfer and shipping. Interest will be charged on all balances not paid at the rate of 1-1/2% monthly (18% APR) effective 30 days from the invoice date. All goods not retrieved by Buyer within 45 days after the invoice date, shall be subject to a daily storage fee as follows: \$5/day per regular sized item or \$10/day per oversized item. Buyer authorizes MORPHY'S to sell, at their standard commission and consignment contract terms, any goods not retrieved after a 90-day period in any manner deemed appropriate by MORPHY'S and the proceeds will be applied to any outstanding balance due from the buyer.

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.

### PACKING/SHIPPING

- It is the bidder's responsibility to take shipping, handling, and insurance costs into consideration when bidding on items.
- **BIDDERS PRESENT AND TAKING ITEMS AFTER AUCTION** – Since item liability transfers upon a successful bid, items paid for must be packed, transported and/or removed by the buyer at his/ her own risk after the close of the sale. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. If any employee or agent of MORPHY'S shall pack or transport the merchandise, it is fully at the risk and responsibility and expense of the buyer. MORPHY'S shall not be held liable for any loss or damage that may be caused by the said agent or employee.
- **ITEMS NOT PICKED UP THE DAY OF THE SALE** – Packaging, shipping, and insurance on all items that MORPHY'S agrees to ship to locations that can accept shipments will be made available as an added courtesy and at an additional cost. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. All applicable charges will be applied to the invoice. Shipping will be based on actual costs via UPS, USPS, or other carriers required based upon the contents of the shipment.

Packaging and insurance will vary in cost depending on the items on each invoice. All packages will be shipped with insurance. Standard items packed internally by MORPHY'S will ship approximately seven to fourteen (7-14) business days after payment is received. Oversize and breakable items, which MORPHY'S will indicate on the invoice will ship based upon the buyer's arrangement with a 3rd party shipper. MORPHY'S cannot combine standard item shipments with oversize and breakable item shipments. If any employee or agent of MORPHY'S shall pack or transport the merchandise, it is fully at the risk and responsibility and expense of the buyer. MORPHY'S shall not be held liable for any loss or damage that may be caused by the said agent or employee.

- **SHIPPING TERMS** - MORPHY'S will ship items to the buyer at the listed address via UPS or other carriers, FOB Denver, Pennsylvania or FOB other auction locations. Any risk of loss or damage to the item(s) during transit via UPS, or any other carrier, in excess of the insurance provided by or purchased from MORPHY'S, is at the risk of the buyer. Any additional insurance coverage should be purchased by the buyer through the carrier. Buyer releases MORPHY'S from any and all claims for loss or damage to any item during transit and agrees to pay all costs of defense, including attorney's fees, for any claims brought against MORPHY'S for loss or damage occurring during transit.
- **INSURANCE** - Shipping insurance is automatically added, which you can decline by contacting us and providing a signed waiver of insurance form. Insurance for all 3rd party shipments must be arranged through that carrier. Insurance provided or purchased through MORPHY'S applies only to shipments to the United States and Canada. Buyers must purchase their own insurance for shipments to other countries.
- **INTERNATIONAL SHIPMENTS** – MORPHY'S welcomes our international customers. MORPHY'S can provide upon request a complete process and set of recommended company contacts with whom the Buyer can work to understand the steps, timing, and cost to acquire items at auction. It shall be the potential buyer's sole responsibility to research and satisfy the requirements of any laws and regulations that apply to the import and export of property and for paying all shipping costs, customs and duties on the items. By law, MORPHY'S cannot, and will not, declare lesser values for any international purchases and all shipments will include the invoice with purchase totals including the buyer's premium and shipping cost.
- **3RD PARTY SHIPPING of OVERSIZE ITEMS** – Buyers will need to either pick up the items personally or arrange a 3rd party shipping service for oversize items. As a general guideline, the following will indicate which packages apply, as they are of a certain weight, length, or dimensional size.
  - Dimensional size is length (the longest measurement) + (height x 2) + (width x 2). For example, a 36" x 36" x 12" package = 36 + (36 x 2) + (12 x 2) = 132" · USA home shipments must be <70 lbs. and <108" length and <165" dimensional size
  - USA business shipments must be <150 lbs. and <108" length and <165" dimensional size
  - International shipments must be <150 lbs. and <108" length and <130" dimensional size
  - There may be certain shipments that meet these requirements that will still require 3rd party shipping, and we will communicate the reason in those cases.

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- **3RD PARTY SHIPPING OF BREAKABLE ITEMS** - MORPHY'S reserves the right to choose items and orders that it will pack, ship, and/or insure directly using our shipping department. Those items that MORPHY'S will not ship will require that the buyer either pick up the items personally or arrange a 3rd party shipping service. Examples of items that may apply after determination by our shipping department include but are not limited to: items with neon of any type (working or non-working), all glass display cases of any size; coin-operated, arcade and vending items with fragile parts and/or glass; signs with parts or protrusions beyond the main body of the sign, oversized vases (guideline – larger than fit in a 20" x 20" x 40" box), high value lamps and glass of all sizes, high value artwork including but not limited to paintings, statuary, sculpture, figurines, dioramas, and other intricate items; and items subject to impact by moisture and known handling issues in the supply chain. Under no circumstances will MORPHY'S be responsible for shipping damage to picture frames of any kind.
- For any buyers who wish to arrange for their own shipping, MORPHY'S must be notified at least seven (7) days prior to arrival of the shipping company name, arrival date and time. Pickup must be scheduled to begin and end within our normal business hours (9am – 4pm weekdays). Buyers must arrange weekend pickups in advance with MORPHY'S staff, and additional charges may be necessary for overtime. All 3rd party shippers must arrive with a copy of the invoice.
- **STORAGE FEE** – MORPHY'S will charge a daily storage fee of \$5/day per regular sized item or \$10/day per oversized item for any items awaiting pickup for more than 45 days following the invoice date. Buyer authorizes the MORPHY'S to sell, at their standard commission and consignment contract terms, any goods not retrieved after a 90-day period in any manner deemed appropriate by MORPHY'S and the proceeds will be applied to any outstanding balance due from the buyer.

**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 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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