

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.

LIMITED GUARANTEE

MORPHY'S makes every effort to accurately describe all items offered in its sales. The descriptions carry a limited guarantee. It is a guarantee to protect you against major discrepancies that would have a major effect upon the value of the item. Under no circumstances do we guarantee against anything less than a major discrepancy that would have less than a major effect upon value. This limited guarantee covers authenticity, major restoration or repair not described, counterfeits, reproductions or major fabrications not disclosed in the description. Examples of what we do not guarantee against, imperfections, slight damages, handling marks, natural imperfections, undisclosed blemishes, finish differences, wood-to-metal fit issues, surface cracks or chips in wood, dings and dents, bore condition, and other similar differences that are inherent in the antiques and collectible industry. All items are sold for display purposes. 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. It is the bidder's responsibility (present or absentee bidders) to determine by inspection by themselves or a hired professional the exact condition of each item prior to bidding on the item. Should MORPHY'S deny an authenticity issue dispute of the buyer, and the buyer is not satisfied, the buyer may, at his or her own expense, obtain the written opinion of two mutually agreed upon recognized experts in the field of the disputed item. The final decision of those experts will determine any refund consideration. This limited guarantee is only available to the buyer of record. Please also refer to POST SALE RETURN POLICY at end of terms.

Except as stated in the limited guarantee above, 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 catalog or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibition, literature or historic relevance of the property or otherwise. It is the bidder's responsibility to initiate contact with MORPHY'S in request for additional information regarding the items. Submit all questions regarding upcoming auction items at least 48 hours prior to the date of auction. We will make every effort to answer all submitted questions in a timely manner. We will do our best but cannot promise that questions submitted within 48 hours of the auction date will be answered prior to the auction. The consigner and we make no representation or warranty as to whether the buyer acquires any reproduction rights in the property.

TIMING

There will be no options for refunds of any type beyond 35 calendar days from the auction date. Paying late and thus receiving items late will not change the limitation on the dates above for refund consideration. Please also refer to POST SALE RETURN POLICY at end of terms.

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.

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BIDDING RIGHTS & RESPONSIBILITIES

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. Title to all merchandise shall pass to the highest bidder at the fall of the auctioneer's hammer. The buyer will then assume all risk and full responsibility of the lot purchased once ownership has changed. We recommend that you arrange insurance for your items immediately upon becoming the highest bidder. MORPHY'S is not responsible for any errors in bids, omissions of bids, or failure to execute bids and shall have no liability to any bidder for any technical or other failure associated with the internet, absentee bidding, or telephone bidding.

- **AGENT BIDDING** - MORPHY'S will accept bids from an individual agent authorized by a company or another individual. MORPHY'S requires any agent to provide a signed letter of authorization from the buyer of record company or individual allowing the agent to bid on their behalf.
- **ABSENTEE BIDDING** - MORPHY'S will accept absentee bids submitted via telephone call, in person, mail, fax or through www.morphyauctions.com. Absentee bidders must use the absentee bid form (available online) and clearly mark the lot number, title, and maximum bid amount. 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. If there are two (2) identical bids placed on the same item, priority will be given to the first bid received. Bidders may preview, register, and place bids online through our website, 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'S 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 www.morphyauctions.com, Live Auctioneers, Invaluable, Proxibid, or other bidding platforms may be available; all Terms and Conditions still apply. A surcharge will be added for third party online platforms. Refer to your bidding platform of choice for the final buyer's premium. If there is a tie bid between the online bid and a floor bid, the floor bid takes precedence. Due to our fast-paced auctions and bids coming from floor bidders, phone bidders, online bidders and absentee bids, the auctioneer has the final word on all item(s) sold. You (the bidder) assume the risk of winning an item online and not having the item sell to you. This is due to the final call of the auctioneer and the operator not being able to re-open that lot. Online bidders are fully responsible for accidental bidding as if they bid normally.
- **BID RESULTS** – Please allow 24-48 hours post auction to receive your official invoice from MORPHY'S. MORPHY'S will only contact successful bidders. The invoice will include item, hammer price, premium, shipping, handling, insurance, taxes, and any other charges that apply. Invoices and any outstanding amount due may and will be auto charged to the credit card on file within 48 hours of the invoice being sent. If you wish to pay by another method, please contact us within 48 hours after the sale.

- **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 or call 877-968-8880 to register for a telephone bid.

BID INCREMENTS

Bid increments listed are a general guideline. Actual increments are at the auctioneer's discretion. If a lot does not receive a bid of 50% of the low estimate, the lot will be passed by the auctioneer.

\$0 - \$500.....	\$25
\$500 - \$1,000.....	\$50
\$1,000 - \$2,000.....	\$100
\$2,000 - \$5,000.....	\$200
\$5,000 - \$10,000.....	\$500
\$10,000 +.....	Auctioneer's discretion

RESERVES

Most 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 our 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 18% buyer's premium will be added to all successful bids and is payable by the buyer as part of the total purchase cost. A 3% online service fee is automatically applied to all invoices for online bidding through Old West Events, auctions.oldwestauctions.com or MorphyLive, auctions.morphyauctions.com. In addition, a surcharge will be added for certain third-party online bidding platforms the bidder utilizes. Refer to your bidding platform of choice for the final buyer's premium.

SALES TAX

MORPHY'S is required by law to collect sales tax where our company has nexus. 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 the required form and copy of permit are on file with MORPHY'S. It is the bidder's responsibility to know the sales tax rate applicable. As a convenience and without any guarantee, you may use this website, <https://www.taxjar.com/sales-tax-calculator>, as a resource to calculate your applicable sales tax rate. Bidder agrees to pay MORPHY'S the actual amount of tax due if 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 and certificate must be on file at and verified by MORPHY'S five days prior to the auction, or the tax must be paid. If the required form and certificate is received by MORPHY'S within 4 days of the conclusion of the auction, you qualify for a refund for the tax paid. Lots from different auctions may not be aggregated for sales tax purposes.

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PAYMENT, INTEREST & STORAGE FEES

Any invoice totaling more than \$100,000 must be paid within three (3) days. All other merchandise must be paid in full within seven (7) days of the date of the invoice. Payments can be made by going to your account online at www.morphyauctions.com, call 877-968-8880 or mail payment to: Dan Morphy Auctions LLC 2000 N Reading Rd, Denver, PA 17517. Invoices and any outstanding amount due may and will be auto charged to the credit card on file within 48 hours of the invoice being sent. If you wish to pay by another method, please contact us within 48 hours after the sale. 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 monthly storage fee as follows: \$50/month per regular sized item or \$100/month 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.

We accept Visa, MasterCard, Discover, American Express, personal checks, certified checks, wire transfers, money orders, and cash.

• SNEAKERS, COIN AND CURRENCY ITEMS OR ANY INVOICES MORPHY'S DEEMS AT RISK OF CREDIT CARD

FRAUD – We accept cash, wire transfer, check, certified checks and money orders only. No credit cards will be accepted for invoices containing these items.

• **CREDIT CARD** – We will not accept credit card payment for any coin or currency purchases or on any purchases that Morphy's deems to be at risk for fraud. MORPHY's reserves the right to refuse to ship to a different address than the billing address on the credit card being used.

• **CHECK** - There will be a \$30.00 service charge for returned checks. Make checks payable to: Dan Morphy Auctions LLC. MORPHY'S reserves the right to hold items paid for by personal or company check until said check clears (14 days). MORPHY'S has the right to hold all checks over \$2,000. Customers who have an established successful buying history with MORPHY'S may be exempt from this requirement. We will accept a personal or company check >\$2,000 from a first time buyer if you provide a Bank Letter of Credit, available on our website, www.morphyauctions.com.

• **WIRE TRANSFERS** – There will be a \$30 charge added to all wire transfers less than \$2,000. Please add this amount to your invoice total before sending a wire transfer.

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 packs or transports the merchandise, it is fully at the risk, 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** – Shipping, handling, insurance, and taxes will be added to all invoices that Morphy's agrees to ship. We recommend you arrange insurance for your items immediately upon becoming the highest bidder. Shipping will be based on actual costs provided by UPS, USPS, or other carriers based upon the contents' size and weight. Packaging and insurance will vary in cost depending on the contents and value of the shipment. Oversize and breakable items are not standard shippable items and will require shipment by 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 packs or transports the merchandise, it is fully at the risk, 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 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 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. MORPHY'S is not responsible for mis-delivery or theft of packages.

• **INSURANCE** - Shipping insurance is automatically added to invoices for shipment to the United States and Canada locations. Insurance may be waived by providing MORPHY'S a signed insurance waiver. Insurance for all 3rd party shipments must be arranged through that carrier. Insurance 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"

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- 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.
- **3RD PARTY SHIPPING OF BREAKABLE, DELICATE, FRAGILE ITEMS** - MORPHY'S reserves the right to decline shipment of items based on its fragility. If an item is unable to be shipped in-house, the item will require shipment by a 3rd party or pick up arrangements to be made. MORPHY's will not ship any items that are neon or contain neon. Other examples of fragile items include 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, 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).
- **STORAGE FEE** – MORPHY'S will charge a monthly storage fee of \$50/month per regular sized item or \$100/month per oversized item for any items on MORPHY's location for more than 45 days. 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.

POST SALE RETURN POLICY

MORPHY'S engages 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. Any buyer who has made their payment within the due date of 7 calendar days who wishes to report a problem must notify MORPHY'S within three calendar (3) days of receipt of their purchased item. Buyers who have not made their payment within the due date of 7 days may not return any items under any circumstances. No lots purchased by floor bidders (including those bidders acting as agents for others) may be returned. Please refer to MORPHY'S limited guarantee herein. A Return Authorization Number (RA#) must be issued by MORPHY'S before you ship anything back to our address. Item must be returned in the same condition. Any items arriving without a return authorization will not be given a refund. The item in question must be shipped with the RA# on the outside and inside of the package, with full insurance, so it arrives at MORPHY'S within one week of the aforementioned authorization.

PRIVACY

TO REVIEW OUR PRIVACY POLICY, PLEASE VISIT WWW.MORPHYAUCTIONS.COM/PRIVACY-POLICY

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