

CLAPPER AUCTIONS - TERMS & CONDITIONS of INTERNET SALE

Please read and become familiar with all the terms and conditions listed below. The terms and conditions constitute a legal, valid and binding contract between Jason Clapper, Auctioneer and each bidder. This auction is conducted in accordance with these terms and conditions as well as all applicable laws and regulations. By registering to bid and or bidding, each bidder agrees to be bound by these terms and conditions. Conditions may change depending on type of auction.

Please read all terms and conditions prior to any bidding.
Any questions should be directed to clapperauctions@gmail.com

Registration: All bidders are required to register for a bidder's number to bid on items in our online auction. Registration is online, and bidders must provide the necessary registration information such as, name, address, phone number, driver's license, current email address, current and valid credit card information as well as any other such information that may be required for that auction. The bidder also hereby acknowledges that he/she is of legal age and sound mind. By registering as well as bidding, you are agreeing that you have read and fully understand the complete "terms and conditions of auction", and any additional terms and conditions that are announced on the website, and agree to be bound thereby. All registered bidders take full responsibility for their bidder's number. Bidder numbers are nontransferable. All bids made by the holder of the number will be the responsibility of the registered bidder. All sales are final. No refunds, reductions, returns, exchanges or charge backs. No exceptions. The auctioneer reserves the right to refuse any applicant for a bidding number or the privilege of bidding at any online or onsite auction and to revoke such privilege at any time.

As-Is, Where Is: Attend the preview. All items and lots are sold on an As-Is, Where-Is and With All Faults basis without exception. There is no warranty of any type expressed or implied as to the fitness or merchantability for any particular purpose of any goods offered in this auction. Buyers understand that all lots and items are being offered as used and therefore have some level of wear and/or damage and are by the very nature of being "used and/or pre-owned and/or aged" are at some level of defective. The auctioneer and seller expressly and specifically disclaim, without limitation, any warranty of merchantability or fitness for a particular purpose. Removal is at the buyer's sole obligation, risk and expense. No sale shall be invalidated by reason of any defect or inaccuracy in any of the items or lots by reason of their being incorrectly described orally or written, invoiced or cataloged, and no liability will be borne by the auctioneers, licensees, employees and agents in respect to any such faults or errors. All marketing and information has been prepared only as a guide and is not offered as completely accurate, nor does it give the buyers all of the information on the item or lot. Except as herein contained, there shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever. Buyers will accept the items or lots in spite of any defects or conditions, known or unknown, visible or not visible, and therefore buyers do by these presents remise, release, acquit, quit claim and forever discharge the sellers, auctioneers, licensees, employees and agents from any and all claims now and in the future. The buyers hold the obligation and duty to inspect all items and lots during the inspection period prior to any bidding. Buyers are urged to physically inspect the items or lots during the inspection period. No bids can be withdrawn during or after the auction for any reason. Buyer understands that these terms as well as all other terms and conditions can only be amended or revised in writing and signed by the auctioneer. Buyer also agrees that any oral, written or electronic representation made by the auctioneer, seller, employees or agents shall not modify these terms. Buyer understands that any description given in the catalog or written on the lot is not guaranteed, and the buyer will rely entirely on their own inspection and/or investigations.

All information and descriptions contained in advertising this sale are believed correct, but no responsibility is assumed by the auctioneer, seller, employees or agents for any errors or omissions. Every item sold by Clapper Auctions is sold As-Is, Where-Is. Clapper Auctions provides condition information only as a courtesy to the bidders and is not responsible for errors in description or condition. Buyers have the opportunity to view the items in person and determine condition as well as any other factors relating to the description of the item and have the obligation to do so prior to bidding. We no longer offer shipping of any kind. If you wish to have an item shipped, please contact a shipper of your choosing and we as a courtesy only will help coordinate with your shipper. Please contact us prior to the pick up date with the name and contact of your shipper. No in-house shipping available for this auction. Any fees and charges incurred for shipping are separate from your purchase and charged by the shipping agent and are not included on auction invoice. Clapper Auctions is not responsible in any way for charges or fees from the 3rd party shipper. Buyer assumes all liability and risk for items once the auction ends. Buyer agrees to let Clapper Auctions turn items over to the shipping agent chosen by the buyer. If the chosen shipping agent is not local and/or the buyer has not contacted us prior to pick up, they will be required

to attend the pick up at the designated time and location, or the item/s will be forfeited NO EXCEPTIONS!

Personal Property & Risk: Persons attending during inspection and/or removal of items and lots, assumes all risk of damage of/or loss to person and property and specifically assumes all risks by reason of any defect in or condition of the premises on which the inspection and/or removal is held. Auctioneers, licensees, sellers, employees, and/or agents are not responsible for accidents or theft, personal or physical, on the premises or in coming or going, to and from inspection and/or removal. All persons in attendance during inspection and/or removal shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by the auctioneers, sellers, licensees, employees, agents, as well as federal state and local regulations. Buyer specifically releases auctioneer, licensees, sellers, employees, and agents from any and all liability thereof.

Inspection of Items: Every item in every auction is available for bidder inspection prior to the auction ending. Please see the auction details for preview location and availability. We strongly urge each bidder to attend the scheduled preview day to inspect items prior to bidding. By bidding, each bidder acknowledges and agrees that they have had a full and fair opportunity to inspect the item or lots and is relying solely on the bidder's personal inspection, whether in person, through proxy, or based on the provided photographs and opinion in determining whether to bid, in determining the amount to bid and/or maximum bid, and in submitting the bid/max bid.

Reserves: All items in the online auction sell with reserve and subject to the auctioneer and/or sellers acceptance and/or rejection of the high bid, regardless of whether stated "with reserve" or not stated "with reserve".

Credit Card Use: Each bidder agrees to NOT, under any circumstances, initiate a credit card chargeback with respect to any charges. Each bidder further agrees that if, in violation of these terms and conditions, a credit card chargeback is initiated by the bidder, these terms and conditions shall be conclusive evidence of the bidder's agreement to not initiate a credit card chargeback, and waiver of any rights to initiate a credit card chargeback. Each bidder acknowledges and agrees that on the auctioneer's presentation of these bidder terms and conditions to the bank, credit card company, or other financial institution that issued the credit card on which the disputed charges were made, such bank, credit card company, or other financial institution shall deny any credit chargeback and shall re-credit all amounts to the account of the auctioneer. If a bidder initiates a credit card chargeback, such bidder, even if successful, shall remain liable for all purchases made at the auction and shall be responsible for all costs and expenses, including any attorneys' fees, storage fees, packaging and handling fees, transportation fees, and/or disposal fees, ect., incurred by or on behalf of the auctioneer, seller, licensee, employees, and/or agents in challenging the credit card chargeback. Each bidder agrees that the agreement to not initiate a credit card chargeback is a condition to the issuance of a bidder number and/or approval to bid to the bidder and is being made as an inducement for the auctioneer to accept the bidder's registration and to issue a bidder number. Bidder agrees to provide a current and valid credit card with sufficient credit limit or funds to cover any and all bids placed by the bidder, and to allow the auctioneer access to credit card information to secure the bid and charge the bidders card if needed.

Buyers Premium: Buyers premium is a percentage charge over and above the hammer price of an item. The buyers premium is subject to change for each auction. If the buyers premium is 15%, and you bid and item at \$100, the purchase price is \$115 excluding any taxes or other charges.

Sales Tax: Please be aware that at some auctions, we will be charging Pennsylvania and/or County tax based on type of auction and/or location of auction. All sales tax will be stated in the general auction information section. If you have a tax re-sale number or are not required to pay sales tax for any reason or use, you must provide at close of auction and before removal any signed form that may be required along with all pertinent information.

Payment Terms: We currently accept all major credit cards, cash, money order, and checks drawn on a Pennsylvania bank with sufficient funds to cover the amount. Out of state buyers, please pay with cash, money order, certified check. Full payment is due on or before the scheduled removal day regardless of shipping, delivery, transport that has been arranged by the bidder. If no contact has been made before the end of the scheduled removal day, the credit card on file will be charged. If the full invoice amount cannot be collected at once, partial charges will be made until the complete total has been collected. Clapper Auctions reserves the right to charge your credit card at any time after the close of the auction for any and all purchases. In the event that a buyer has not paid at the end of pick up, buyer agrees to let Clapper Auctions charge the credit card on file for the full amount of purchases and buyers premium as well as any and all taxes even if the buyer has not taken possession of their purchases. If another form of payment is accepted, it is at the sole discretion of the

auctioneer, auction company or it's staff. If a credit card is declined or a check is returned for NSF it is the responsibility of the buyer to make payment to the auctioneer/auction company in any way requested. If legal action is taken to collect the that amount, the buyer is responsible for all legal fees, as well as any other fees associated with the collection of the payment and compensation for the auctioneers time at the rate of \$150 per hour.

Posted Closing Times: Posted closing times and displays of the current time and/or time left are approximate. Auctioneer reserves the right to close early and/or extend an auction at any time at its sole discretion. It is strongly recommended that bids be placed early to avoid loosing out due to an ill-timed, last minute bid or technical difficulty. All bids are based on the Eastern Standard Time Zone, unless stated otherwise.

Purchase Price Calculation: Note that the purchase price is the sum of the bid price, the buyers premium, any buyers fee, expenses, and sales tax if applicable, ect. All payments must be in US funds. Auctioneer reserves the right to charge the total amount or any remaining balance of your purchase price on your credit card if the balance is not otherwise paid. We do not accept partial payments. Invoices must be paid prior to pick up and/or removal, no exceptions.

Removal of Items: Please do not bid if you are unable to pick up your items during the scheduled removal times or unable to make arrangements for shipping on your own. We do not offer shipping in any way. No refunds or credit card chargebacks will be granted due to a failure to remove items at the designated time. After the scheduled removal time, if no contact has been made and/or the buyer has not arranged shipping with a shipper of their choosing, and/or the items are still at the location, those items will be considered abandoned and you may be charged a removal fee to dispose of your items. In the event an item is not available for pickup, the buyer must immediately notify our onsite staff before leaving the premises to file a claim. By leaving the premises prior to filing a claim the buyer agrees that no adjustment or refund will be made. Shipping will be at the sole responsibility of the buyer. No in house shipping is offered, all shipping will be by a shipper of your choosing, arranged by you. The auctioneer as a courtesy may provide names and contact information of a local shipping company, but is in no way endorsing said shipper. Items will be dropped off or picked up by the shipper only on or after the scheduled pick up day. We are not responsible for delays in shipping in any way after the pick up date as a courtesy. Any fees and charges incurred for shipping are separate from your purchase and charged by the shipping agent and are not included on auction invoice. Clapper Auctions is not responsible in any way for charges or fees from your chosen shipper. Buyer assumes all liability and risk for items once the auction ends. Buyer agrees to let Clapper Auctions release items to the buyers chosen shipper.

Forfeiture: If you do not wish to pick up or ship your items, you may forfeit them. In this regard, to forfeit your items is defined as relinquishing all ownership and claim to the items in question to the auctioneer with no expectations of reimbursement; however, you are still responsible for the invoice total. No refunds will be made if you decide to forfeit your items. If you wish to forfeit your items, please contact us on or before the removal deadline. Buyer agrees that any and/or all remaining lots left after removal deadline are considered to be forfeited, but buyer is still responsible for invoice total.

Bidding Errors: All bids are binding and final. Once a bid has been placed it cannot be deleted or removed. Please review your bids on the review page prior to submitting the bids. You do not need to use decimal points, example if you want to place a \$25 bid then type 25 only. Outbid notifications are sent as a courtesy only and the auctioneer, seller, licensees, agents or employees are not responsible for errors, omissions and/or timing of outbid notices.

Staggered Closing: All lots are spaced to close 1 minute apart. Please be aware that we are using an auto-extend/dynamic closing feature. This means that if there are any bids placed on a lot in the last few minutes of the auction, the auction will extend so that there is 5 minutes remaining in the auction. This will continue until no bids have been placed within the last 5 minutes of the auction, at which time bidding will end on that item.

Duplicate Bids: If duplicate bids are placed, the preference will go to the earlier placed bid.

Notifications: Any and all notifications are sent as a courtesy only. It is the bidders responsibility to be aware of the auction, bidding, closing, ect. Invoices are send via email at the close of the auction. It is your responsibility to check your email, including spam folder for your invoice. Failure to receive an invoice does not excuse the bidder from the terms and conditions of payment and removal.

Titles: Titles and vehicle transfers will be delivered to the buyer upon full payment and within legal guidelines. A mutually agreeable time and location will be set by the sellers and buyers to complete notary work at a licensed notary and the buyer will be responsible for any and all applicable taxes and fees. The buyer understands that the auctioneer is not a notary nor involved in the transfer process. No responsibility or liability is assumed by the auctioneer for the transfer. Titles will be transferred within 30 days of the close of the auction unless an extension is warranted.

Disputes: In the event that you have a dispute with one or more users, you release auctioneer, seller, employees, licensees, and agents from claims, demands, and damages actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If any dispute arises as to any bidding between two or more bidders, or as to the seller, or as to an item or lot, ect., the auctioneer, agent or employee at their sole discretion, may immediately settle the dispute in any way that the auctioneer, agent or employee in any way that the auctioneer, agent or employee feel is fair, prudent or acceptable to the seller. The actions and decision of the auctioneer, agent or employee shall be binding, final and absolute. Should a dispute arise after the auction, the auctioneers record will be deemed as final and absolute. In no instance will a dispute be recognized once the item or lot has been removed from the premises.

Item/Lot Responsibility: Items and lots become the complete and sole responsibility of the buyer for the care, custody and protection immediately upon the online auction system closing the bidding or in a customary manner changes ownership. It shall be the responsibility of the buyer to insure their purchases immediately. The auctioneers, licensees, employees or agents assume no responsibility for any missing or damaged items/lots and are specifically not acting as the buyers security agent or police officer.

Auctioneer is Not the Seller: Auctioneer is the seller's agent, not the seller of the items/lots, and shall have no seller liability, whatsoever. Without limiting the generality of the foregoing, under and pursuant to *Musser v. Vilsmeier Auction Company, Inc.*, 522 Pa. 367, 563 A.2d 279 (1989), the auctioneer is not liable to any buyer or to any third-party under a theory of products liability. The auctioneer is not responsible for any acts or omissions of the seller.

Reserves: All items are considered to be sold with reserve, and the reserves are subject to change at any time. If the reserve price has not been met during the auction, the buyer has no claim to the item or lot. The sale of some items or lots may be subject to court approval prior to title or claim passing. If an item is subject to court approval prior to title passing, this will be listed in the description for that lot or item. If an item or lot is subject to court approval of the sale, and the court rejects the sale, even if the reserve price has been met, the buyer understands that the buyer will have no claim or interest in the item or lot, and will not make any claim against any of the parties involved.

Forum Selection & Applicable Law: The parties agree that any litigation or dispute concerning enforcement of this contract or arising out of this online auction shall be brought in the State of Pennsylvania, the jurisdiction shall be in the County of Blair or that chosen by the auctioneer/auction company and that Pennsylvania law shall govern, irrespective of the location, county or state where the auction was held. The prevailing party shall be entitled to an award of court costs and attorney fees incurred.

If payment is declined, the buyer will be responsible for all charges and expenses in collecting payment included but not limited to \$50 NSF check charge, all attorney fees and court costs, as well as time for all persons involved at the rate of \$150 per hour including travel time.

Indemnity Clause: Buyer agrees to indemnify hold harmless auctioneers and their employees, licensees, agents, successors or assigns, against any and all claims, injury, loss, liabilities, lawsuits, damages, demands, action or cause of action whatsoever in any manner arising from this auction or negotiated sale; including costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the bidder now has or which may arise in the future on the account of or in any way growing out of or connected with any defects, latent or otherwise, or the physical condition of any items or lots purchased or any law or regulation applicable thereto. The indemnity clause applies to the auction and/or a privately negotiated sale, before, during and after, the auction or sale, and shall survive settlement or lack thereof. Auctioneers are not responsible for accidents. Buyers must insure their own liabilities, interests, ect. in all real estate and/or personal property. The buyer also agrees to indemnify and hold harmless auctioneers and their employees, licensees, agents, successors or assigns, against any and all claims, injury, loss, liabilities, lawsuits, damages, demands, action or cause of action whatsoever in any manner, ect., pertaining to hazardous materials, substances, sites and/or conditions, known or unknown, and are strictly and solely the sellers ownership, responsibility and liability.

Limitation of Liabilities: Buyer agrees that the auctioneer, licensees, employees or agents, shall not be liable for any damage, loss, or expense of any kind arising out of or resulting from buyers possession or use of the materials, content or information on the website or buyers purchase or sale of goods through this auction regardless of whether such liability is based in tort, contract, or otherwise. In no event, including without limitation, a negligent act, shall auctioneer or any of its agents or employees be liable to the buyer for any direct, indirect, special, incidental, consequential, or punitive damages, including without limitation, loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business, virus's, ect., arising out of or in any way related to materials, content, or information on this website or any other products, services, or information offered, sold, or displayed on this site, your use of, or inability to use this site generally, or otherwise in connection with this agreement, regardless of whether auctioneer or any agents or employees have been advised of the possibility of such damages.

As-Is & Where-Is Reminder: All items are sold "As-Is" and "Where Is", and "With All Faults". Items are being offered and sold in this as-is, where-is condition at the time of the auction, with all faults including any hidden defects of any nature. Neither the auctioneer nor seller make any representations, warranties, or guarantees whatsoever, express or implied, regarding the nature, value, source, authenticity, fitness, merchantability, functionality and/or any other aspect or characteristics of the items. No statement anywhere, whether expressed or implied, including verbal statements made by the auctioneer, agent, or employees of the auctioneer, shall be deemed a warranty or representation by the auctioneer or seller regarding the property. Without limiting the generality of the foregoing, there are no warranties of title, non-infringement, merchantability or fitness for a particular purpose, all of which are expressly disclaimed. The buyer of the item(s) agrees that they cannot rely, and has not relied, on any representation, warranty, or guaranty made by the seller or anyone acting as agent of the seller, orally or in writing, about this property.

Severability: If any term, provision, paragraph, condition, or other portion of this agreement, or the application of these to any person, place or circumstance, is held to be invalid, unenforceable, or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

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