

Dargate Auction Gallery, LLC and Carey Auctions, LLC Terms & Conditions

1.General Terms, Conditions and Special Notices

A.Legal Contract

- i. The terms and conditions constitute a legally valid and binding contract between Carey Auctions LLC, Dargate Auction Gallery LLC, Brian Carey Auctioneer, and each bidder.
- ii. This auction is conducted in accordance with these terms and conditions as well as all applicable laws and regulations.
- iii. By registering to bid and/or bidding, each bidder agrees to be bound by these terms and conditions.

B. Changes to Terms

- i. Conditions may change depending on the type of auction.
- ii. It is the bidder's responsibility to read all terms and conditions prior to any bidding.

C.Legal Jurisdiction

- i. All legal matters will be governed under Pennsylvania law.

D.Special Payment Notice

- i. All invoices over \$1,000, and/or containing precious metals, jewelry, coins, currency and firearms must be paid with Cashier's Check, Wire Transfer or Cryptocurrency (Bitcoin or Ethereum).

E. Firearms Disclaimer

- i. We will not sell/ship any firearms, ammunition or weapons to bidders in CA, NY & IL. No refunds will be given if you bid from one of those states.
- ii. Check your local State laws and regulations before bidding. All sales are final. No refunds will be given.
- iii. A background check is required for all firearms purchases. No refunds will be given if a background check is failed. Please do not bid if you will not pass the background check.
- iv. All firearms are shipped from FFL to FFL and any fees associated, but not limited to, the background check, packing, shipping & handling are not included in the hammer price or invoice cost.

2.Registration

A.Registration Requirements

- i. All bidders are required to register for a bidder's number, or account, in order to bid on items in our auctions.
- ii. Online, Phone and Absentee Bidder Registration - bidders must provide the necessary information, including name, address, phone number, driver's license, email, and valid credit card information, as well as any other such information that may be required for that auction.
- iii. In-House Bidder Registration - bidders must provide the necessary information, including name, address, phone number, driver's license, and email, if applicable; as well as any other such information that may be required for that auction.

B. Agreement by Registration

- i. By registering and bidding, the bidder acknowledges that they are of legal age and sound mind.
- ii. By registering and/or placing bids, the bidder agrees that they have read and fully understand the "terms and conditions of auction" and any additional terms announced on the website, catalogue or during the auction, and they agree to be bound thereby.

C. Bid Card Numbers

- i. All registered bidders will be issued a bid card number. Any bids placed on this bid card number will be the responsibility of the registered bidder. All sales are final. No refunds, reductions, returns, exchanges or charges backs. No exceptions.

D.Auctioneer's Right to Refuse

- i. The auctioneer reserves the right to refuse any applicant for a bidding number or the privilege of bidding at any auction and to revoke such privileges at any time.

3.Bidding Process & Disputes

A.Binding Bids

- i. All bids made by the registered bidder are final.
- ii. No bids may be withdrawn for any reason. Please make sure to review all bids before final submission.

- iii. Any bids placed on an online platform (included but not limited to: Live Auctioneers, Invaluable or BidSquare) cannot be retracted by the Auctioneer at any time.

B. Bidding Disputes

- i. In the case of bidding disputes, the Auctioneer will decide the outcome.
- ii. The Auction House is not responsible for any computer breakdowns, viruses, interruptions, outages, or delays.

C. Cancellation of Sale

- i. If purchased property cannot be provided by The Auction House for any reason, the sale shall be deemed canceled without any liability to The Auction House.
- ii. The Auction House's liability in any circumstance will not exceed the purchase price of an item.

D. Handling Duplicate Bids

- i. In the event of duplicate bids, the earlier placed bid will be given preference.
- ii. Each online platform will handle this process independently of the other platforms and in-house bids.
- iii. In-house absentee bids will be entered in the order in which they are received, with preference given to the earlier placed bid.
- iv. The Auctioneer reserves the right to determine which bid will be accepted in case of duplicate bids that may come in at the same time.

E. Online Bidding Bids

- i. All bids placed online prior to the start of the auction via one of the bidding platforms (including but not limited to: Live Auctioneers, Invaluable and BidSquare) prior to the auction are treated as absentee bids (within each platform), with the winning bid on each platform becoming live when that lot becomes live during the auction.
- ii. All internet bids, absentee and live, are presented to the auctioneer along with bids from other online bidding platforms, live in-house, absentee and phone bidders, by an internet clerk.
- iii. It is possible for the internet clerk to award the winning bid to a bidder that was not recognized by the auctioneer. In these unfortunate cases, the auctioneer's record takes precedence and not the online bidding record. We will request to have the online bidding platform remove the item from the bidding account.
- iv. The Auctioneer reserves the right to make this determination, and this decision is final and binding.

F. In-House Absentee and Phone Bids

- i. We offer the absentee bid service as a convenience to our bidders. We execute your bid as if you were in the audience, attempting to obtain the item at the lowest price.
- ii. These bids must be in writing or submitted electronically.
- iii. Please bid using our pre-set increments. All bids will be rounded to the closest pre-set increment.
- iv. Please keep in mind that because bid position can be unpredictable, it may be possible for someone at the auction or another absentee bidder to buy the item for your top bid price.
- v. Bids of the same value from two or more bidders will be awarded to the bidder who placed their bid earliest. The auctioneer's decision is final.
- vi. The Auction House will not be responsible for absentee bids that may not be executed.

G. Refusing bids or Withdrawing items

- i. The Auction House, in its sole discretion, reserves the right to refuse a bid or withdraw property for any reason prior to the final auction close.
- ii. If any purchased property cannot be provided by The Auction House for any reason, the sale shall be deemed cancelled without any liability to The Auction House.
- iii. Under no circumstances will The Auction House's liability exceed the purchase price of an item.
- iv. Legal matters will be governed under Pennsylvania Law.

H. Outbid Notifications

- i. Outbid notifications are sent as a courtesy, and The Auction House, its auctioneer, employees, and agents are not responsible for errors, omissions and/or timing in/of these notices.

4. As-Is, Where-Is Sale

A. All sales are final

- i. All sales are final with no refunds, reductions, returns or exchanges.

B. No Warranties

- i. All items and lots are sold on an “As-Is, Where-Is” and “With All Faults” basis without exception.
- ii. Except as herein contained, there shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever.
- iii. Buyers understand that items offered are used and may have wear, damage, or other defects.
- iv. Measurements and weights are approximate.

C. Inspection Responsibility

- i. Bidders hold the obligation and the duty to inspect all items during the inspection period. Each bidder, by making a bid for a lot acknowledges that he/she has satisfied him/herself fully before bidding by inspection or otherwise in accordance with all sale terms and conditions, physical condition and description of the lot, including but not restricted to whether the lot is damaged or has been repaired or restored.
- ii. 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 Auction House, auctioneers, licensees, employees and agents in respect to any such faults or errors.
- iii. The Auction House, Auctioneer and seller expressly and specifically disclaim, without limitation, any warranty of merchantability or fitness for a particular purpose.
- iv. All marketing and information and descriptions are believed correct, but no responsibility is assumed by the Auction House, Auctioneer, seller, employees or agents for any error or omissions, and has been prepared only as a guide and is not offered as completely accurate, nor does it give the buyer all of the information on the item or lot.
- v. Except as herein contained, there shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever.
- vi. To assist buyers, condition reports may be requested at least 24 hours prior to the start of the auction, via their online bidding platform or email.
- vii. All condition reports are given as a courtesy and are based solely on our own opinion and are for guidance only and no responsibility is accepted for their accuracy.
- viii. Condition reports cannot be prepared on the day of the Auction.

D. Release of Liability

- i. By registering and/or bidding, 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, Auction House, auctioneers, licensees, employees, and agents from any and all claims, now and in the future, related to item defects or inaccuracies.

5. Inspection of Items

A. Inspection Availability

- i. Every item is available for inspection before the auction ends.
- ii. 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 during the auction preview hours at 175 Cornell Rd, Suite 16, Blairsville, PA 15717

B. Inspection Acknowledgment

- i. By bidding, bidders acknowledge they had a full and fair opportunity to inspect the item or lots and are 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.
- ii. The buyer understands that any description given in the catalog or written on the log is not guaranteed, any oral, written or electronic representation made by The Auction House, Auctioneer, seller, employees or agents shall not modify these terms.

6. Personal Property & Risk

A. Risk Assumed by Attendees

- i. Persons attending during inspection and/or removal of items assume all risk for damage or loss to person or property and specifically assume all risks by reason of any defect in or condition of the premises on which the inspection and/or removal is held.
- ii. Auctioneers, licensees, sellers, and employees are not responsible for accidents, personal or physical, on the premises, coming or going, to and from inspection and/or removal.

- iii. 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 Auction House, auctioneers, sellers, licensees, employees, agents, as well as federal, state and local regulations.
- iv. Buyers specifically release The Auction House, Auctioneer, licensees, sellers, employees, and agents from any and all liability thereof.
- v. The Auction House, Auctioneer, licensees, sellers, employees, and agents are not responsible for damage or accidents to any item that may occur during moving or transporting to the buyer. Any assistance is done as a courtesy, and no liability will be borne by The Auction House, Auctioneer, licensees, sellers, employees, and agents.

7. Reserves

A. Property Subject to Reserve

- i. Under Pennsylvania law, unless stated otherwise, all property in an auction is subject to a reserve (a confidential amount below which an item will not be sold), and subject to change at any time.
- ii. Buyers should assume that all property in The Auction House's auctions are reserved.
- iii. The Auction House reserves the right to bid on behalf of consignors up to but not beyond the reserve price to protect against selling at a price below the reserve. This will be accomplished as necessary by The Auction House placing successive bids, or bids in response to buyer's bids.
- iv. If the reserve price has not been met during the auction, the buyer has no claim to the item or lot.

B. Items Subject to Court Approval

- i. The sale of some items or lots may be subject to court approval prior to title or claim passing to the buyer. Even if the Auctioneer says sold, title or claim will not pass until court affirms the sale.
- ii. If an item is subject to court approval prior to title passing, this will be listed in The Auction and/or the description for that lot or item.
- iii. 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.

8. Auction Closing

A. Right to Close or Extend

- i. The Auction House reserves the right to close early or extend an auction at its sole discretion.
- ii. Bidders are strongly encouraged to place bids early to avoid losing out due to an ill-timed, last-minute bid or technical difficulties.

9. Purchase Price

A. Calculation of Purchase Price

- i. The purchase price is the sum of the bid price, buyer's premium (20%, 25% for internet bids), applicable buyer's fees, expenses and Pennsylvania sales tax (6%).
- ii. All payments must be made in US funds.
- iii. Auctioneer reserves the right to charge the total amount or any remaining balance of the buyer's purchase price on the credit card supplied at registration, if the balance is not otherwise paid.
- iv. We do not accept partial payments.
- v. Invoices must be paid prior to pick up and/or removal, no exceptions.

B. Buyer Premium and sales tax

- i. A charge of 20% (25% for internet bidders) will be added to the final bid price, and is payable by the buyer
- ii. Pennsylvania sales tax (6%) will be added to the subtotal of final bid price plus buyer premium, unless the property is being shipped to a state other than Pennsylvania, or the property is purchased for resale under a proper resale number, or other legal exemption. Property that is picked up in person is subject to PA State sales tax.
- iii. Buyers with a valid Pennsylvania Resale number must fill out a PA REV-1220 form every 12 months, as well as submit a photocopy of the resale certificate.

10. Invoices & Payments

A. Invoices

- i. It is the Bidders' responsibility to be aware of the auction, bidding, closing, etc. Invoices are usually sent via email the day after the close of the auction. The bidder is responsible for checking email, including the spam folder, for the invoice.
- ii. Failure to receive an invoice does not excuse the bidder from the terms and conditions of payment and removal.

B. Payment Methods

- i. Accepted forms of payment include Visa, MasterCard, Discover, money orders, wire transfers, or certified check, Cryptocurrency (Bitcoin or Ethereum) or personal check drawn on a Pennsylvania bank.
- ii. Personal checks drawn on non-Pennsylvanian banks may be accepted, but items will not be released until the 14th day following receipt.
- iii. Any invoice over \$1,000 and/or containing precious metals, jewelry, coins, currency, weapons or firearms will require certified funds for payment. i.e. Cash, Certified Check, Wire Transfer or Cryptocurrency (Bitcoin or Ethereum)
- iv. No credit card payments can be accepted for any invoices containing weapons or firearms.
- v. If another form of payment is accepted, it is at the sole discretion of the auctioneer, auction company or its staff.
- vi. If the credit card payment is declined, or a check is returned for any reason, the buyer will be responsible for all charges and expenses in collecting payment including but not limited to \$50 NSF check charge, all attorneys fees and court costs, as well as the time for all persons involved at the rate of \$150 per hour, including travel time.

C. Due Date

- i. Full payment is due: For Live Auctions - within 7 calendar days from the auction close; For Online Only Auctions – due by the pick up date listed in the auction.
- ii. If the full invoice amount cannot be collected at once, partial charges will be made until the complete total has been collected.
- iii. Non-Paying bidder marks/disputes will be filed with the appropriate online bidding platform if invoice is not paid by that time.
- iv. If The Auction House has difficulty receiving payment, bidder may have bidding privileges permanently revoked.
- v. In The Auction House's sole discretion, a sale may be nullified if payment is not received from the buyer within 15 days of the auction close.

D. Credit Card Charges

- i. Auto Charging Credit Cards:
 - 1. Live Auctions: The Auction House reserves the right to charge cards on-file 4 days after the end of the auction, if another payment method has not been used.
 - 2. Online Only Auctions: The Auction House reserves the right to require auto-charging cards for certain auctions. Please check the individual sale details. If lot(s) are not picked up on the designated pick-up date, the card on file will be charged for the full amount plus any credit card fees.

E. Credit Card Chargebacks

- i. Each bidder agrees to NOT, under any circumstances, initiate a credit card chargeback with respect to any charges.
- ii. 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 condition 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.
- iii. Each bidder acknowledges and agrees that on the auctioneer's presentation of these bidder terms and condition 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.
- iv. 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, etc., incurred by or

on behalf of the auctioneer, seller, licensee, employees, and/or agents in challenging the credit card chargeback.

- v. 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.
- vi. 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.

11. Removal of Items, Shipping, Storage Fees and Forfeiture

A. Buyer's Responsibility

- i. Buyers are responsible for removal of item(s), by local pick up or shipping. Please do not bid if you are unable to pick up your item(s) during the scheduled removal period or are unable to make arrangements for shipping.
- ii. Items and/or Lots must be removed within 15 days of the auction close.
- iii. 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/forfeit, and the buyer may be charged a removal fee to dispose of your items.
- iv. 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.

B. Pick-up

- i. For Live Auctions held at The Auction House - Buyers are able to pick up auction item(s) and/or lot(s) during regular business hours (Monday – Friday, 10am to 4pm). At least one Saturday pick up will be scheduled for each auction.
- ii. For Online Only Auctions held at The Auction House - Items must be picked up during the date(s) and time(s) listed for that Auction, at The Auction House. No Refunds or Credit Chargebacks will be granted due to a failure to remove items at the designated time.
- iii. For Auctions held at/on location other than The Auction House – Items must be picked up during the date(s) and time(s) listed for that Auction, at the Auction Location. No Refunds or Credit Chargebacks will be granted due to a failure to remove items at the designated time.

C. Shipping

- i. Buyer is solely responsible for arranging removal or shipping of purchased items.
- ii. The Auction House does not offer shipping services, but as a service to our customers offers several shipping company suggestions, however, is in no way endorsing said shipper(s).
- iii. The buyer is free to contact any shipping company they wish, and shippers are not limited to those suggested by The Auction House.
- iv. Items must be picked up by the shipper, they will not be transported or dropped off.
- v. Buyer agrees to let The Auction House release items to the buyer's chosen shipper, by way of a shipping release form submitted to The Auction House via email or online bidding platform messaging system.
- vi. The Auction House is not responsible for delays in shipping in any way after the pick-up date.
- vii. Any fees and charges incurred for shipping are separate from your purchase and charged by the shipping agent and are not included on your auction invoice. The Auction House is not responsible in any way for charges or fees from your chosen shipper.
- viii. Title passes to buyer upon close of bidding for that item/lot and buyer assumes all liability and risk for items once the auction ends.
- ix. No Refunds or Credit Chargebacks will be granted due to a failure to remove items at the designated time.

D. Storage Fees for Live Catalog Sales Only

- i. Items must be removed within 15 days of auction close. Storage fees of \$5.00 per item per day will be incurred after the 15-day period. After 45 days, the item(s) will be forfeited, and buyer will have no claim to item(s).

E. Forfeiture of Items

- i. Live Catalog Sales - Forfeiture by non-removal – Buyer agrees that any and/or all remaining lot(s) left after removal deadline, 45 days after auction close, are considered to be forfeited, but buyer is still responsible for invoice total.
- ii. Online Only Sales – Forfeiture by non-removal – Buyer agrees that any and/or all remaining lot(s) left after the removal deadline (The pick-up date and time listed in the auction) are considered to be forfeited, but the buyer is still responsible for the invoice total.
- iii. Self-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. If you wish to forfeit your item(s), please contact The Auction House on or before the removal deadline.
- iv. The Auction House may dispose of left property without reserve, and without notice to the purchaser on any item(s) left after the forfeit deadlines listed above. The Auction House shall take possession of the items, and have the option of reoffering the merchandise with no obligation to the original buyer.
- v. No refunds will be made for any forfeiture, whether self or for non-removal

12. Notifications

A. Courtesy Notifications

- i. All notifications, including invoices and outbid notices, are sent as a courtesy.
- ii. It is the Bidders' responsibility to be aware of the auction, bidding, closing, etc. Invoices are usually sent via email the day after the close of the auction. The bidder is responsible for checking email, including the spam folder, for the invoice.
- iii. Failure to receive an invoice does not excuse the bidder from the terms and conditions of payment and removal.

13. Disputes

A. Resolution of Disputes

- i. In the event that you have a dispute with one or more users, you release the auctioneer, seller, employees, licensees, and agents from claims, demands, damages actual and consequential of every kind and nature, known and unknown, arising out of or in any way connect with such disputes.
- ii. 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, etc., the auctioneer, agent or employee at their sole discretion, may immediately settle the dispute in any way that the auctioneer, agent or employee feel is fair, prudent or acceptable to the seller.
- iii. The actions and decisions of the auctioneer, agent or employee shall be binding, final and absolute.
- iv. Should any dispute arise after the auction, the auctioneer's record will be deemed as final and absolute.

14. Item/Lot Responsibility

A. Responsibility

- i. 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, or conclusion of bidding, or in a customary manner changes ownership.

B. Insurance

- i. It shall be the responsibility of the buyer to insure their purchases immediately.
- ii. The auctioneers, licensees, employees or agents assume no responsibility for any missing or damage items/lots and are specifically not acting as the buyers' security agent or police officer.

15. Auctioneer's Role

A. Auctioneer as Agent

- i. Auctioneer is the seller's agent, not the seller of the items/lots, and shall have no seller liability, whatsoever.
- ii. 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.
- iii. Auctioneer is not responsible for any actions or omissions of the seller.

16. Forum Selection & Applicable Law

A. Legal Jurisdiction

- i. The parties 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, jurisdiction shall be in the County of Somerset 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.
- ii. The prevailing party shall be entitled to an award of court costs and attorney fees incurred.

17. Indemnity Clause

A. Buyer's Indemnity

- i. 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.
- ii. 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.
- iii. The Auction House is not responsible for accidents
- iv. Buyers must insure their own liabilities, interests, etc., in all real estate and/or personal property.
- v. 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, etc., pertaining to hazardous materials, substances, sites and/or condition, known or unknown, and are strictly and solely the sellers ownership, responsibility and liability.

18. Limitation of Liabilities

A. Liability Disclaimer

- i. 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 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.
- ii. 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, viruses, etc., 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 damages.

19. As-Is & Where-Is Reminder

A. All sales are final

- i. All sales are final with no refunds, returns, reductions or exchanges.

B. No Warranties

- i. All items are sold "As-Is" and "Where-Is" and "With All Faults"
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

20. Privacy Policy

A. Data Collection

- i. The Auction House considers the privacy and protection of its clients' personal data to be of utmost importance. To ensure that you feel confident about providing us with your personal information when communicating with us and using our services, we outline below our practices in relation to the collection and use of personal data. Changes may be made at any time

B. Purposes

- i. The Auction House will collect, record, store and use your personal data, but only to enable you to consign or purchase property or services and to advise you of forthcoming sales, events and services.
- ii. By Registering for any auction, buyer agrees to all marketing by postal mail, email, text or phone call.

C. Privacy

- i. Dargate will not share your Personal Data with anyone outside The Auction House, except as outlined in shipping section.

D. Security

- i. Any personal data you provide to us is securely stored in a database held by The Auction House to which only The Auction House employees have access.
- ii. The Auction House has in place administrative measures to ensure that the access which The Auction House employees have to personal data on our server is limited to the extent necessary, in order to perform their functions.
- iii. The server holding your personal data is protected against both unauthorized physical and electronic access. These measures include an electronic firewall and various other protection measures that involve virus scanning, installation of security patches, vulnerability testing, backup and recovery planning, employee training, security audits and other steps designed to constantly improve the data protection posture.

E. Email

- i. In order to provide buyers with timely notices about upcoming auctions and events, The Auction House may send you email notices based on your expressed interests. At the bottom of each email, you will be provided with an option to unsubscribe from future mailings

F. Exceptions

- i. While we will not voluntarily disclose your personal data, we may disclose such information if we are required to do so by Court Order, if we are requested by government or law enforcement authorities, if we are required to do so pursuant to other legal processes, or if it becomes necessary to protect the rights or property of The Auction House.

21. Severability

A. Severability of Terms

- i. 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.

Dargate Auction Gallery, LLC – AY2471

Brian Carey Auctioneer – AU5508

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