



## TERMS AND CONDITIONS

### TERMS OF SALE

When bidding on a lot offered by Woody Auction, the bidder indicates acceptance of the following Terms and Conditions. Participation in the auction binds you to agreement of these terms whether you have read or understand said terms.

### CONDITION OF ITEMS

Woody Auction makes every attempt to describe all items accurately and to call any flaws that may affect the value of an item, but final determination is left to the buyer. Common nicks & scratches have not been called. All auction lots are sold As Is. It is the responsibility of prospective bidders of live and online auctions to inspect the property and/or request a condition report before bidding to determine its condition, size, and repair/restoration status. Please email [info@woodyauction.com](mailto:info@woodyauction.com) for a condition report and photos, if desired. Emails should be received at least 48 hours in advance of the date of the auction. Condition reports are limited to ten per auction.

Woody Auction does not guarantee the authenticity or attribution of property listed in the catalog or online. Woody Auction makes no warranties, nor does the SELLER, as to the merchantability or fitness for a particular purpose, the correctness of the catalog, or any other description of the physical condition, size, quality, rarity, importance, provenance, literature, or historical relevance of any property. No oral or written statements made in the catalog, online listing, advertisement, flyer, announcement, social media, website, or elsewhere, or made by employees or auctioneer, shall be construed to be a warranty. The AUCTIONEER and the SELLER make no representations and warranties, express or implied, as to whether the BUYER acquires any copyrights, including but not limited to, any reproduction or intellectual rights of any property. The AUCTIONEER and the SELLER are not responsible for errors and/or omissions in the catalog, online listings, website, social media, or any other supplemental material, whether written or verbal.

### PREMIUM

A 20% Buyer's Premium will be added to the successful bid price (hammer price) on LiveAuctioneers, and it is payable by the BUYER as part of the total purchase price. If payment is made via the LiveAuctioneers' system, its processing fee is passed along to BUYER (unless prohibited by state law). The Buyer's Premium for Absentee and Phone Bidders is 15%. The Buyer's Premium for a bidder in attendance at a live Woody Auction event is 5%. If the successful bidder pays by cash or check, there is a 5% discount off the Buyer's Premium. If the bidder is present at a Woody Auction event, there is NO Buyer's Premium (after 5% discount is applied when paying with cash or check). If the successful bidder is bidding via a representative at the auction, and payment is not made at the auction and/or Woody Auction is shipping the items, a 5% service fee will be charged.

### RETURNS

Woody Auction must pre-authorize any returns. All authorized returns must be postmarked no more than twenty-one (21) days post-auction. Items must be received by Woody Auction in the same condition as sold. Once Woody Auction has received the returned items, the sale will be rescinded and only the hammer price refunded. No reimbursement shall be made for buyers' premium or any shipping costs incurred.

### PAYMENTS

Invoices will be sent via email to LiveAuctioneers and Absentee Bidders. All invoices must be paid within ten (10) calendar days after the close of the auction unless other payment arrangements are made at least 48 hours in advance of auction start. Interest may be charged on balances unpaid after the tenth day. On day eleven (11), if no payment has been received, Woody Auction will enter a dispute in LiveAuctioneers and block the bidder from participation in future auction events. Once the payment is received, the dispute will be resolved on LiveAuctioneers. If BUYER fails to pay by 4:00pm CST on the twenty-seventh (27<sup>th</sup>) day, BUYER forfeits all purchased lots and all unpaid items will be returned to SELLER. In the case of nonpayment, BUYER acknowledges and agrees that he/she shall have no right, title, or interest in and to any property in which BUYER was the highest bidder. If BUYER pays the Items Invoice, but fails to pay the Shipping Invoice, BUYER forfeits the items after 120 days of non-payment of the Shipping Invoice. Woody Auction makes every attempt to provide Shipping at the least possible cost to the BUYER.

The prevailing sales tax will be charged to all BUYERS unless you are reselling the items. In this case, please provide LiveAuctioneers and Woody Auction with a current sales tax exemption license. If a copy is not provided, sales tax will be charged.

**Check:** Checks should be made payable to Woody Auction, and mailed immediately to PO Box 618, Douglass, KS 67039. Woody Auction invoices include buyer's premium. BUYERS will receive a 5% discount if payment is made by Wire Transfer, Check, or Cashier's Check within 10 days. The bidder must contact Woody Auction by email (at [info@woodyauction.com](mailto:info@woodyauction.com)) immediately after the auction, for the check total. If you pay by check without contacting us for a discounted amount, no refunds will be given for the overpayment. This discount will be forfeited if payment is received after the 10<sup>th</sup> day post-auction. Woody Auction also accepts cash from bidders present at an auction and the BUYER will receive a 5% discount when paying by cash. Wire transfers under \$5,000.00 are subject to a \$15.00 wire fee.

**Credit Card:** We accept Credit Card payments in the form of MasterCard, American Express, Discover, and Visa.

## **SHIPPING**

It is the bidder's responsibility to take shipping costs into consideration when placing bids as it is not included in the price of your auction items. Winning bidders are responsible for all costs to ship the items, including insurance for the value of the shipment. Woody Auction will ship the property if size allows. Once payment for items has cleared, items will be packed in the order payment is received. Once your purchase is ready to be shipped, a second invoice will be sent through LiveAuctioneers for shipping and materials. You are responsible for all shipping costs if your box is returned due to a wrong shipping address or if UPS returns the box(es) for lack of response from BUYER.

Woody Auction will ship items to the BUYER at the listed address. UPS or USPS will be used on all shipments (hammer price) unless requested by BUYER. BUYER must request signature required.

Woody Auction can ship to international BUYERS, however, in accordance with the law, Woody Auction will declare the package value at hammer price and cannot declare lesser values for any international purchases. International bidders are responsible for knowing their country's laws on import, customs, and duties. All duties and tariffs are the responsibility of the BUYER.

If, for any reason, the AUCTIONEER deems we are unable to ship the property, Woody Auction will provide the BUYER with a list of shipping companies and a Release document that must be signed and returned before items are released to the shipper. BUYER must arrange and pay for shipping when items are oversized, overweight, or extremely fragile. This transaction is strictly between the BUYER and the shipper – Woody Auction has no liability. If your purchase is being handled by a shipper in Wichita or Derby, the AUCTIONEER may deliver the item to the shipper after BUYER's payment is received. BUYER has fourteen (14) days to ship or pick up their item(s). If items remain in our facility past that time, storage fees of \$25 per month (per item) will be charged to the BUYER's credit card on file.

In case of damage to your shipment, please save all materials and take photos of the damage and all sides of the box(es). Please note that USPS refunds for hammer price and actual shipping cost. If shipped with UPS, the refund will include buyer's premium. No refunds will be made for materials, taxes, or processing fees paid to LiveAuctioneers. Claims cannot be made for packages that are stolen from the drop off location regardless of shipper.

## **BIDDER REGISTRATION**

If you are attending the auction in person, you may register to bid during the Preview or on the morning of the auction. To register, please bring a current Driver's License, State ID Card, or Passport.

Bidder registration on LiveAuctioneers.com is required at least 48 hours in advance of an auction for all persons wishing to bid in a Woody Auction event. Online bidders

must submit a registration request via LiveAuctioneers and then need to call Woody Auction at 316-747-2694 or send an email (info@woodyauction.com) to be approved for bidding. By registering for an auction, you agree to these terms and conditions.

## **BIDDING INFORMATION, RIGHTS & RESPONSIBILITIES**

Bidding in our auctions constitutes an agreement to pay for all lots for which you are the winning bidder. Unless otherwise stated, all items are sold without reserve. Each lot in the auction is given a low and high estimate representing the range which, in the opinion of Woody Auction, is a conservative auction evaluation. Actual prices realized for items can fall below or above this range. An estimate of the selling price should not be relied upon as a statement that this is the price at which the item will sell or its value for any other purpose.

If identical absentee bids are left for an item, the first bid received has precedence. Bids placed on LiveAuctioneers are not executed until the item is offered in the live auction and the order in which they are received is not a factor.

Woody Auction sells 80-110 lots per hour.

Woody Auction reserves the right to withdraw any property before the completion of the sale and will have no liability for doing so.

We reserve the right to accept or decline any bid. Bids must be for an entire lot and each lot constitutes a separate sale. All bids are per lot unless otherwise announced at a live sale by the AUCTIONEER. Live auction lots will be sold in their numbered sequence unless the AUCTIONEER directs otherwise. For live auctions, the AUCTIONEER will have final discretion if any dispute should arise between bidders. The AUCTIONEER will determine the successful bidder, cancel the sale, or re-offer and resell the lot or lots in dispute. Woody Auction will have final discretion to resolve any disputes arising after the sale and in online auctions. If any dispute arises our sale record is conclusive.

Subject to fulfillment of all the conditions set forth herein, on the fall of the AUCTIONEER's hammer, title to the offered lot will pass to the highest bidder acknowledged by the AUCTIONEER, and such bidder thereupon (a) assumes full risk and responsibility (including without limitation, liability for or damage to frames or glass covering prints, paintings, photos, or other works), and (b) will immediately pay the full purchase price.

The terms and conditions of sale herein described shall be enforced in accordance with, and governed by, the laws of the State of Kansas. If any part of the Terms and Conditions is found by any court to be invalid, illegal or unenforceable, that part shall be discounted, and the rest of the conditions shall continue to be valid to the fullest extent of the law.

We reserve the right to amend our terms and conditions at any time without notice.