



TERMS AND CONDITIONS

TERMS OF SALE

Participation/bidding in a Woody Auction LLC event binds you to agreement of (and indicates acceptance of) these Terms and Conditions whether you have read or understand them.

If you have questions about our terms, please call us before the event. We are happy to answer any questions (+1-316-747-2694).

CONDITION OF ITEMS

Woody Auction makes every attempt to describe items accurately and call any flaws that may affect the value of an item; final determination is left to the buyer. Common flea bites, nicks, scratches, and factory defects are not called. All lots are sold AS IS. It is the responsibility of bidders of in-person auctions to inspect the property (and/or request up to ten (10) condition reports before bidding) to determine a lot's condition status. Please email info@woodyauction.com for information (and photos, if desired) at least 48 hours in advance of the date of the auction. No returns will be accepted if damage is identified in the description.

Woody Auction does not guarantee the authenticity or attribution of property listed in any auction. Woody Auction (and the seller) makes no warranties, as to the merchantability or fitness for a particular purpose, the correctness of the catalog, or any other description of the physical condition, importance, provenance, size, quality, rarity, literature, or historical relevance of any property. No oral or written statements made in any format, or made by employees or auctioneer, shall be construed to be a warranty. The Auctioneer and the seller make no representations/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 whether written or verbal.

BUYER'S PREMIUM (BP)

In-Person Events:

- **Buyers present** at the event enjoy a 0% Buyer's Premium (BP) if paying by cash or check (5% by credit card).
- **Proxy-bidders** (buyers represented by someone else present at the sale) are charged 5% BP if Woody Auction must ship the item(s).
- **bid.woodyauction.com, phone, and pre-bidders'** BP is 15% by credit card or check (if postmarked by the 1st Wednesday after the auction). Pre-bidding is available on all lots, while phone bidding is available on select lots in an in-person event only.
- **LiveAuctioneers bidders:** 20% BP; bidder must pay by clicking the PAY NOW / CHECK OUT button which includes 20% BP, credit card processing fees, shipping, and sales tax if applicable.

Online Only Events:

bid.woodyauction.com bidders: 15% BP by credit card payment or by check. Check must be postmarked by the 1st Wednesday after the auction. Sales tax will be included unless buyer is sales tax exempt.
LiveAuctioneers' bidders: 20% BP; bidder must pay by clicking the PAY NOW / CHECK OUT button which includes credit card processing fees, shipping, and sales tax if applicable.

INVOICING

All invoices (for the items only) will be sent shortly after the auction concludes. Shipping is not included. Once paid, items will be boxed and a shipping invoice will be sent a few days later.

RETURNS

Woody Auction must pre-authorize any returns; please contact us immediately. Authorized returns must be fully insured and shipped no more than twenty (20) days (received by 25 days) after the auction date to qualify for a refund. Items must be received in the same condition as sold. Once the returned item is received, the sale is rescinded and only the hammer price refunded. No refund will be made for BP or any shipping costs incurred.

PAYMENTS

Invoices will be sent via email to bid.woodyauction.com bidders, LiveAuctioneers bidders, and phone bidders.

Credit Card: All invoices due within ten (10) calendar days after the auction.

Checks (if bid.woodyauction.com or phone bidder only): Postmarked by the 1st Wednesday after the event (unless other payment arrangements are made at least 48 hours in advance of the auction). If check not postmarked correctly, a credit card payment will be required.

Interest may be charged on balances after the tenth day. On day eleven (11), if payment has not been received, Woody Auction will enter a block/dispute on bid.woodyauction.com and/or LiveAuctioneers blocking the bidder from participating in future auction events. Once payment is received, the dispute will be resolved. If buyer fails to pay by 4:00pm CST on the twenty-fifth (25th) day post auction, buyer forfeits all lots and all unpaid items will be returned to seller and the dispute/block is permanent. 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. Storage fees may be assessed to the buyer.

Check payments: Checks will only be accepted from bidders bidding on bid.woodyauction.com, in person at an in-person auction, or pre-bidders and phone bidders in in-person auctions (if postmarked by the 1st Wednesday after the auction). We no longer accept checks from bidders bidding on the LiveAuctioneers bidding platform.

Credit Card: Credit Card payments in the form of MasterCard, American Express, Discover, and Visa are accepted for all events and all bidding platforms. Bidders bidding on LiveAuctioneers are required to pay by credit card. LiveAuctioneers charges a payment processing fee; both platforms collect sales tax.

SALES TAX

The prevailing sales tax will be charged to all buyers unless you are reselling the items. If so, please provide bid.woodyauction.com or LiveAuctioneers with a current exemption license. If not provided, sales tax is charged. Sales tax will be collected on all invoices shipping to KS unless the auction is tax-exempt.

CHARGEBACK DISPUTES ON CREDIT CARDS

Before a buyer files a chargeback dispute with their credit card company, we require the buyer to call Woody Auction (+1-316-747-2694) first. If a dispute is filed, items will not be shipped until the dispute is resolved. Written confirmation of cancellation of the chargeback must be provided by the credit card company before item(s) ship.

SHIPPING

The cost to ship is not included in the bid price of your auction items. We will ship the lot if size/weight allows. Woody Auction provides shipping at the least possible cost to the buyer. Cost includes what we pay for materials plus what the shipper charges us. Winning buyers are responsible for all costs to ship the items, including insurance for the value of the shipment. Once the invoice for items is paid, a shipping invoice (with tracking information) is emailed a few days later. We ship immediately upon receipt of the shipping payment. Immediate payment is appreciated so boxes can be moved out of our offices quickly. Woody Auction will ship items to the buyer at the listed address. UPS will be used on all shipments unless requested otherwise by buyer. "Signature Required" must be requested. You are responsible for all additional shipping costs if your box is returned due to an incorrect shipping address or if UPS returns the box(es) for lack of response from buyer. Auctioneer must be informed if buyer is shipping to a UPS Store or Service Center.

Woody Auction can ship to international addresses. In accordance with the law, Woody Auction will declare the package value at hammer price (no less) for any international shipments. International buyers are responsible for knowing their country's laws on import, customs, tariffs, and duties. All import fees are the financial responsibility of the buyer.

If the Auctioneer deems we are unable to ship the property due to size/weight/fragility, Woody Auction will provide the buyer with a shipping companies list (and Release to sign and return before items are handed over to the shipper). Buyer must arrange and pay for shipping directly to shipper. The transaction is strictly between the buyer and shipper – Woody Auction has no liability and does not recommend one shipper over another. If your purchase is handled by a shipper in the greater Wichita, KS, area, the Auctioneer – as a courtesy - will deliver the item to the shipper after buyer's payment is received for the items. Buyer has fourteen (14) days to ship or pick up their item(s). If items remain in our facility past that time, storage fees 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 damaged item(s) and all sides of the box(es). Shipping carriers vary on what amount they refund. Refunds may not be made for taxes/processing fees paid to LiveAuctioneers. We may not be able to make claims on misdelivered or stolen packages, regardless of shipper. Missing package investigations take 30 days (from the date we are notified that a shipment is missing). Tracking information is provided so the buyer can track their parcels.

BIDDER REGISTRATION

In person events: 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. Please set up an account at bid.woodyauction.com before you come to the event.

Internet bidding: Register at least 48 hours in advance before an auction on bid.woodyauction.com or LiveAuctioneers.com. If you have any questions, please call Woody Auction at +1-316-747-2694 or send an

email (info@woodyauction.com). 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 (plus shipping charges). All items are sold absolute without reserve. Each lot in the auction is given a low and high estimate representing a conservative auction evaluation. Actual prices 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.

Bids placed on online platforms are not executed until the item is presented in the live auction. Due to the uncertainties of bidding patterns, a lot may sell to another bidder for the same amount that you pre-bid.

Woody Auction sells 70-125 lots per hour. Please bid quickly. 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; 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 lot number order unless the Auctioneer directs otherwise. For live auctions, the Auctioneer will have final discretion if a dispute should arise between bidders. The Auctioneer will determine the successful bidder, cancel the sale, or resell the lot(s) 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 presented lot will pass to the highest bidder acknowledged by the Auctioneer after full payment is received, and such buyer thereupon assumes full risk and responsibility [including without limitation, liability for (or damage to) frames or glass covering prints, paintings, photos, or other works].

The terms and conditions of sale described herein 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.

PERMISSIONS

In registering to bid with Woody Auction LLC, you are giving permission to Woody Auction LLC to use your email address and cell phone number for communications. We will never sell your information. You can always opt out.

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