

## **Conditions of Sale Online Only Auctions**

1. Ownership title passes on the fall of the auctioneer's gavel. There-after, the property is at the sole risk of the buyer. Neither the seller nor the auctioneers shall be responsible for loss or any damage to any article due to theft, fire, breakage or any other cause whatsoever, how ever occasioned. If an article sold cannot be delivered by reason of theft, breakage, or other damage prior to check-out, the sale shall be deemed canceled without any liability on the part of the auction company.

2. All property is sold As is-Where Is and neither we nor the consignor make any guarantees, warranties or representations, expressed or implied, in regard to the property or the correctness of the brochure, listing or other description, of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historic relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation.

We and the consignor make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property.

Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been restored. Catalog and listing descriptions include condition information where possible. If you have any questions regarding lots, contact the auction company prior to the auction. If you have questions on specific lots, call BEFORE auction closing time/date. If you are unsure about a lot, for any reason, DO NOT BID. No items may be returned for any reason.

3. On-line bidders are subject to a 15% buyers premium.

4. All bids to be per lot as numbered at the sale site unless otherwise mentioned by the auctioneer. All bidding is according to increments established by the auctioneer.

5. Online bidders MUST complete registration through [Bid.RichPennAuctions.com](http://Bid.RichPennAuctions.com). Without registrations complete and approved, you will be unable to bid. Register early to make certain you're approved to bid. Links to those platforms are also at [www.RichPennAuctions.com](http://www.RichPennAuctions.com).

6. Full payment of each purchaser's account must be received at auction close and checkout, unless other terms are established at least 72 hours prior to auction close. Payment must be in U.S. funds.

7. Online bidders must provide a credit card at registration. Unless other payment arrangements are made, purchases can be charged to that card at checkout. If you prefer to make other payment arrangements, you must contact the auction house at

registration or your registration cannot be approved. If credit cards are used, no charge-backs are allowed for any reason.

If any check given in payment is not honored for any reason (including but not limited to N.S.F., stop payment order, or the like) you agree whether the check is signed by you as the maker or endorser, that if such check, or any action for non payment for any reason is placed with an attorney for collection, to pay reasonable attorney's fees incurred, with all costs of suit in event suit is instituted.

8. The highest bidder will be declared the buyer. In all cases of a documented and disputed bid the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims. His decision is final.

9. Shipping on all items can be provided by Rich Penn Auctions. All or most lots should be able to ship in USPS Flat Rate boxes. Costs to ship will be actual USPS Flat Rate plus \$7.50 for handling, packing & transport to postal service. If appropriate, multiple lots can be packed in the same Flat Rate box at no additional fees. Insurance is additional at USPS standard rates. Shipping will be within 48 hours of approved final payment. Rich Penn Auction is not responsible for any loss or damage occurring during handling by USPS or any other shipper.

10. Any gambling device purchased at the Rich Penn Auction shall be used only for the purposes of display or social entertainment within the private home or residence of the buyer, and such devices shall not be exposed to the public for the purpose of gambling.

All items in this auction are for display. Due to the age, nature and construction of these items, even if described as working when sold, Rich Penn Auction will not be liable should an item be inoperable when removed from the auction site.

11. This is a privately owned and operated auction. We reserve the right to refuse participation to any person, or remove from the auction platform anyone selling or attempting to market their own merchandise.

12. Bidding on merchandise automatically constitutes agreement with these provisions.

13. All auction sales will be subject to the laws of the State of Iowa. Any disputes that might arise from this auction must be brought to Iowa for determination.

14. The sale of any firearms will be subject to all appropriate Iowa State and Federal firearms laws.