

DARGATE AUCTION GALLERIES, LLC TERMS AND CONDITIONS

The below listed "Conditions of Sale" are the complete and only understanding on which property in any auction is sold. DARGATE DOES NOT ACCEPT PAYPAL. DARGATE DOES NOT PROVIDE SHIPPING SERVICES. ALL BUYERS ARE RESPONSIBLE FOR SHIPPING ARRANGEMENTS, OR PICK UP OF ITEMS DURING NORMAL BUSINESS HOURS. Shipping suggestions can be found at the "CONTACT" link on the www.dargate.com website. All prospective buyers are strongly advised to examine any property in which they are interested in before the auction takes place. All items are available for viewing during auction preview hours.

1. CAVEAT EMPTOR: The property purchased at Dargate is sold "AS IS" without any representations or warranties, express or implied, by Dargate or its consignor(s) as to the merchantability, fitness for a particular purpose, or description of any property. BY BIDDING ON AN ITEM YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT. IF YOU HAVE NOT RESPONDED TO OUR CORRESPONDENCE BY THE CLOSE OF THE TWENTY-FIRST DAY AFTER THE LAST DAY OF THE AUCTION, OR MADE FIRM PAYMENT ARRANGEMENTS, WE RESERVE THE OPTION TO MAKE THE ITEMS "NO SALES," CANCEL THE TRANSACTION, AND, FOR EBAY BUYERS, POST AN NPB ON YOU THROUGH EBAY.

2. BUYER PREMIUM, SHIPPING, SALES TAX: a charge of 20% will be added to the final bid price, and is payable by the buyer, as well as Pennsylvania sales tax (7%), unless the property is being shipped to a state other than Pennsylvania, or the property is purchased for resale under a proper State resale number, or other legal exemption. Property that is picked up in person is subject to PA State sales tax.

3. PAYMENTS: Dargate DOES NOT ACCEPT PAY PAL. Visa, MasterCard, Discover, Money Orders, cash, bank or certified checks, wired funds, or personal checks drawn on a Pennsylvania bank, are acceptable forms of payment, and property may be immediately picked up or shipped. Personal checks drawn on non-Pennsylvanian banks are acceptable; however, property may not be picked up or shipped until the 11th day following receipt of the check. In Dargate's sole discretion, a sale may be nullified if payment is not received from the buyer within 15 days of the auction close.

4. RESERVES: under Pennsylvania law, unless expressly stated otherwise, all property in an auction is considered subject to a reserve (a confidential amount below which an item will not be sold). Buyers should assume that all property in Dargate auctions are reserved. Dargate reserves the right to bid on behalf of its consignors up to, but not more than, the reserve to protect against selling at a price below the reserve. This will be accomplished as necessary by Dargate placing successive bids, or bids in response to buyers' bids.

5. MISCELLANEOUS: (a) all measurements and weights are approximate, (b) Dargate does not provide shipping services, buyers are responsible for shipping arrangements, and any/all shipping charges are the responsibility of the buyer (c) Dargate, in its sole discretion, reserves the right to refuse a bid or withdraw property for any reason prior to the final auction close, (d) Dargate will decide any bidding disputes, (e) Dargate will not be responsible for computer breakdowns, viruses, interruptions, or programming errors, (f) if purchased property cannot be provided by Dargate for any reason, the sale shall be deemed cancelled without any liability to Dargate. (g) Under no circumstance will Dargate's liability exceed the purchase price of an item. (h) Legal matters will be governed under Pennsylvania law.

6. BUYER'S OBLIGATIONS: (a) Pay promptly in good funds, (b) buyer pays for and arranges all shipping, insurance and packing costs, (c) buyer must remove or cause property to be shipped from Dargate's premises within 40 days of the auction close. Storage charges of \$5.00 per item per day will be incurred by the buyer beyond the 40 day limit and must be paid before the property is released. 100 days after the close of auction, Dargate may dispose of left property without reserve, and without notice to the purchaser. Items left for a length of time where storage fees exceed the purchase cost of goods, Dargate shall take possession of the items, and have the option of reoffering the merchandise with no obligation to the original buyer. (d) promptly advise Dargate of any problems.

7. SHIPPING INFORMATION: As a service to our customers, Dargate offers several shipping company suggestions at the "Contact" link on the www.dargate.com website. Dargate makes not guarantee of any services provided by the suggested shippers. The buyer is free to contact any shipping company they wish, and shippers are not limited to those suggested by Dargate.

8. BIDDING INCREMENTS: unless otherwise indicated by the auctioneer, the following bid increments will be used. \$ VALUE INCREMENT 0 TO 49 5, 50 TO 199 10, 200 TO 499 25, 500 TO 999 50, 1000 TO 1,999 100, 2000 TO 4,999 250, 5000 TO 9,999 500, 10000 TO 19,999 1000, 20000 TO 49,999 2500, 50000 TO 999,999 5000, 100,000 TO 249,999 10,000, 250,000 TO 9,999,999 25,000.

I have read and understand and agree to the above conditions.

Date _____

