

Paul McInnis LLC – TERMS & CONDITIONS

The Harry W. O'Brien Single-Owner Auction

<https://auction.paulmcinnis.com/auctions/1629303/lots>

The property listed and described on this bidding platform, will be offered under the following terms and conditions of sale. Such terms and conditions of sale and descriptions of items may be amended, updated, or altered at the time and place of sale. These terms and conditions of sale and any announcements shall be binding on any bidder or attendee (hereinafter referred to as registered bidder, buyer, or attendee), whether present, represented by an agent, any absentee and/or Internet bidders. Bidders are bound by these terms and conditions of sale and the bidder registration form, which is incorporated in and made a part hereof. This auction is being conducted by Paul McInnis LLC Auctioneer (hereinafter referred to as PMLLC, Auction Company or Auctioneer).

1. ONLINE REGISTRATION – Online registration requires a bidder to place a credit card on file.

2. VENUE – This auction is being conducted by way of a live virtual online-only auction event to begin Saturday, May 4th at 11:00 a.m. EST. with Pre-bidding starting Tuesday March 26, 2024, at 10:00 a.m. until Saturday, May 4th at 10:00 a.m.

3. LOCATION OF THE COLLECTION: Offices of Paul McInnis, LLC, One Juniper Road, North Hampton, New Hampshire.

4. Limited Preview: Preview by appointment only at the Paul McInnis LLC office at One Juniper Road, North Hampton, NH, on April 29th, and 30th between 9:00 a.m. & 5:00 p.m. Email: katy@paulmcinnis.com to schedule a time.

5. ABOUT THE AUCTION: The lots in this auction originated from the Estate of Harry W. O'Brien. It is hoped that you attend one of the inspections to determine on your own the condition of any lot. We are more than willing to provide verbal descriptions, please request by email to: katy@paulmcinnis.com by providing the lot number and any related question(s), as well as a call-back phone number.

6. BUYER'S PREMIUM –A **23% Buyer's Premium** is added to the high bid price to become the total purchase price.

7. PAYMENT TERMS – Payment in full must be made in US FUNDS prior to or at the time of pickup by cash, cashier's check, wire transfer, or by e-check through EARNNEST. Checks are only accepted with an original letter of guarantee addressed to Paul McInnis LLC, which must be approved before Friday, May 3rd 1:00 p.m. EST (see website for form). MasterCard and Visa credit cards are accepted for invoices up to \$2,000, with a valid photo ID and credit card present at the time of pickup. All invoices are due and payable by the end of the second business day

following the auction. In the event the Buyer fails to pay any amounts due, Buyer authorizes Auctioneer to charge the Buyer's credit card on file with Auctioneer in the amount required to pay the invoice in full. For international buyers, we require a wire transfer in US Funds.

8. SALES TAX – There is no sales tax in the State of New Hampshire. It shall be the buyers' responsibility to pay all taxes applicable in their home state or country. Buyers will take delivery in New Hampshire, no exception. Bidders on LiveAuctioneers.com will need to pay any tax according to LiveAuctioneers terms.

9. REMOVAL OF PROPERTY – None of the property may be removed from the premises until the total purchase price has been paid and funds cleared to the satisfaction of the Auctioneer. All property is to be removed at the buyer's expense. The auction company assumes no responsibility for acts of omission for such handling, including, but not limited to, theft, loss, damage, or any transportation, whether at the direction of the buyer or PMLLC. The buyer shall be solely responsible for packing, loading, shipping, or transportation of the buyer's purchases at the buyer's sole expense. Any property not removed within 30 days of the auction will incur an initial storage fee of \$100 and an additional daily fee of \$10.00.

10. PACKING, SHIPPING & INSURANCE – Paul McInnis LLC will not be responsible for arranging shipping. The UPS Store of North Hampton, NH, has indicated that they would be available for shipping items. You may contact them via email at: Store5174@theupsstore.com, Subject Line – The Harry O'Brien Estate, or call (603) 964-5022 and ask for Anthony. Buyers must complete a Shipping Request Form (see link on our website) indicating a buyer's request for us to turn purchases over to the UPS Store for shipping.

11. "AS-IS" "WHERE-IS" – All property is sold "as-is" and "where-is," all sales are final and neither PMLLC nor the seller makes any express or implied warranty or representation of any kind or nature concerning the property being sold. In no event shall PMLLC or the seller be responsible for the correctness of or be deemed to have made any representation or warranty of, merchantability, fitness for purpose, description, size, genuineness, year of manufacture, attribution, provenance or condition concerning the property, or any warranty that any item complies with any applicable federal or state laws. All measurements are approximate (note frames are not measured). No statement outlined in the brochure and catalog or made at the sale, or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or an assumption of liability. PMLLC makes no representation or warranty as to the accuracy of the descriptions or representations as listed in the catalog listing or of the mileage and/or odometer readings or serial, body, or chassis numbers. PMLLC acts exclusively as the agent of the seller. All bidders acknowledge that PMLLC is under no obligation to verify the accuracy of any information provided; furthermore, all bidders represent that they have conducted their own inspection and due diligence. The auction is subject to errors, omissions, and withdrawals. It is the buyer's responsibility to inspect all lots before bidding to ensure that the condition is to their satisfaction. All goods are sold "As-Is" and "Without Recourse." Please satisfy yourself as to the condition of the item before bidding.

12. BIDDING INCREMENTS – Paul McInnis LLC reserves the right to change bid increments at any time before or during the auction.

13. ONLINE BIDDING SERVICES – The Auction Company uses the services of one or more bidding platforms. In the event of a disruption in services of any nature or type, or any other circumstance beyond the control of Paul McInnis LLC, whatsoever, the Auctioneer, in its sole determination and at its sole discretion, reserves the exclusive right to determine the appropriate steps to rectify the situation, postpone or cancel any prior or future bids in the best interest of the consignor(s). If any dispute arises among bidders, the Auctioneer may decide the same or may immediately put the lot or item up for sale again and resell to the highest bidder or withdraw any lot or lots. The Auctioneer shall not be liable for missed bids however placed, unexecuted absentee bids, or Internet bids. In the event of a dispute between bidders, the decision of the Auctioneer shall be final and absolute.

14. CONFIRMATION OF PURCHASE – Title to the property shall pass to the Buyer upon the Auctioneer’s declaration as “Sold” or if the high bid is confirmed acceptable to the Seller, subject to the compliance by the Buyer of the terms of sale. The buyer assumes all responsibility for the item or items and shall pay the total purchase price. All sales are final, subject only to these terms and conditions. The buyer assumes all risk of loss whether by damage, theft, fire, etc. from the time the hammer falls or they become the high bidder.

15. DEFAULT – Should any successful bidder fail to make payment in full within 5 days of the auction the auctioneer and seller reserve the right to cancel the sale and re-offer any lot or lots at their sole discretion. In addition, the auctioneer and or seller reserve their right to seek remedies for damages.

16. ERRORS – Auction subject to errors, omissions, and withdrawals. PMLLC reserves the right to refuse to register any person for any reason at the sole discretion of PMLLC.

17. RESERVATION – The Auctioneer reserves the right, without giving any reason, to withdraw any items or lots from the auction and the right to reject any or all bids.

18. RELEASE – Persons attending the inspection, preview, exhibition and/or auction shall assume all risks and/or liabilities and shall specifically release and hold harmless the auctioneer from all liability. Neither the auctioneer nor his principal shall be liable by reason of a defect in, or condition of, the premises on which the inspection, preview, exhibition and/or auction is held. Bidders and all others in attendance at the auction hereby acknowledge that still photography and/or any other visual/audio recording may be in use at the auction. Said photography and/or visual/audio recordings may be used by PMLLC for any purpose at any future date. Bidders and all others in attendance at this auction also hereby waive all residual rights or claims that might arise from use of these pictures for any purpose at any future date.

19. APPLICABLE LAW – This auction is being conducted under the conditions of the Uniform Commercial Code, NH RSA 382A:2-328 titled “Sale by Auction”. The rights and obligations of the agent, seller, and buyer with respect to the terms and conditions of sale shall be governed and interpreted by the laws of the State of New Hampshire. By bidding at the auction, whether

present in person, or by agent, by absentee bid, Internet bid or telephone, the buyer shall be deemed to have consented to the exclusive jurisdiction of the New Hampshire courts. PMLLC shall have the rights afforded a secured party for any defaults by the buyer. For any controversy or claim arising out of or relating to this agreement and/or the auction event, or the breach thereof, any registered bidders and others in attendance agree to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Such arbitration to be held in the State of New Hampshire before a single arbitrator by the AAA and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Entry into the preview, auction site or placing any bids constitutes acceptance of the above terms and conditions.