



BIDDER TERMS & CONDITIONS (FORM: BTC101)

As purchaser, you agree that if your bid is the final bid when the hammer drops and the item or vehicle being sold is no-reserve or has met its reserve, you are the buyer and are responsible for paying for the vehicle including any buyer fees applicable herein. In this case as purchaser, you agree to sign the Buyer Verification slip indicating that you are the high bidder.

Purchaser agrees that it is their responsibility to inspect all vehicles and auction items that purchaser bids on and wins, whether you are bidding live, online, by phone or any other means. Purchaser understands that all vehicles and items sold through the auction are sold AS/IS, WHERE/IS with no implied warranties or any other warranty of any kind. Representations by auction are relied upon by seller's description and auction has not verified the description. No warranty is given with any lot sold and no sale is invalid or voidable by reason of any fault in any lot or by reason of any lot being incorrectly described, in the catalogue verbally or otherwise, and no compensation may be paid for any such fault or error of description. It is the bidder's responsibility to inspect all items bid upon before taking place in the bidding process and/or buying the item(s).

Sales tax will be charged on items, unless purchaser has a valid resale certificate on file with Duncan's Auctions associated with the item being sold or if bidder is an automotive dealer and has their dealer credentials on file with Duncan's Auctions.

The lotting of all auction items shall be at the sole discretion of Duncan's Auctions.

Purchaser understands that they shall remove item(s) or vehicle(s) by the specified time required by the auction.

All bids are final. If there are any disputed bids, the auctioneer shall make the final decision and the vehicle or item may be resold.

Purchaser shall not be given the right to bid unless they have secured the proper process for payment through the registration process. Forms of payment are cash, cashier's check, company or personal checks accompanied by an approved bank letter of guarantee to Duncan's Auctions with bank officer's signature stating that funds on check will be paid in full. Checks are also accepted without a bank letter of credit, but items or vehicle and title shall not be released until check has cleared and verified funds are in Duncan's Auctions account. Credit cards are also accepted. As purchaser, you agree that you have chosen a means of payment offered to you by the auction and hereby agree to pay the auction if you are the highest bidder on an item or a vehicle. Purchaser agrees that auction shall not release item or vehicle and/or title to that vehicle until certified funds are secured in auctions account, whether by credit card, check, cashier's check or bank wire.

Purchaser agrees that buyer's premium is 10% on all auction items live and 15% online or by phone. Purchaser agrees to make full payment of any purchased items or vehicles the day of the auction. There Will Be A 3% Fee for All Purchases Not Made by Cash, Cashier's Check, Direct Deposit, Money Order & Wire Transfer or by prior written approval of Duncan's Auctions. All checks shall be made payable to Duncan's Auctions, LLC.

Purchaser understands that they will be charged sales tax under the local venue for memorabilia and/or non-car items, unless the proper tax exemption forms are on file with Duncan's Auctions. Furthermore, purchaser understands that

purchaser will be responsible for taxes on the automobile that they purchase whether being a resident of Texas or any other state.

Buyers assume full responsibility for removal, transportation and handling of all purchases at auction. All riggers must present the proper documentation (Bond, Insurance & Workers Compensation) to Duncan's Auctions before removing any equipment.

Duncan's Auctions specifically disclaims all liability for compliance of any property sold at auction with safety standards or regulations issued by the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) applicable to the person or machinery of similar type. The buyer assumes all responsibility for any modifications, including but not limited to the addition of guards or other safety devices, which may be required in order to bring the property into compliance with applicable OSHA or other national, state or local safety standards.

Duncan's Auctions will not be responsible for property acquired that is not removed within the time period allowed. Any item not removed on time will be deemed abandoned. Buyer accepts full responsibility for all costs incurred by Duncan's Auctions or seller for removal, storage or disposal of abandoned merchandise and sale items.

Duncan's Auctions and buyer expressly agree that buyer is responsible for and agrees to indemnify seller, Duncan's Auctions and their respective affiliates for any and all damages (whether based on contract, tort, warranty, negligence, strict liability or any other legal theory, and including special, incidental and consequential damages), losses, expenses, attorney's fees, court costs, etc..., that arise out of or result from the removal, possession or use of any or all items purchased at auction, or any other claim regarding the use or possession of any asset purchased at auction.

All Items must be removed by Sunday May 15, 2022 5:00 p.m. Any concerns of removal must be addressed to Duncan's Auction. Seller and Duncan's Auctions must approve any deviations from removal times.

Texas dealers shall have all their dealers license documentation on file with Duncan's Auctions, otherwise all sales will be treated as if the vehicle(s) are being sold to an individual.

If purchaser is the high bidder when the hammer falls and does not complete payment and take the vehicle or goods away within the time stated in the auction detail form, seller shall have the right to resell the vehicle or goods by auction or private sale therein making the purchaser liable for the deficiency arising upon resale, together with the expenses of the sale. The time accrued to make such sale is at the full discretion of Duncan's Auctions.

As a bidder and purchaser, if you make a purchase, you agree that all sales are final and any credit card payments shall not be reversed for any reason on any purchase, whether As/Is, Where/Is or other. Any credit card purchases reversed by buyer will be considered in default of this agreement and purchaser agrees to pay all charges reversed back to auction, including fees incurred by auction.

All bidders must be registered with proper identification on file with Duncan's Auctions.

All announcements made on sale day shall supersede any and all previously released information, whether made orally, in print, on Duncan's Auctions website, in these Terms & Conditions, on social media or on any other medium.