

Paul McInnis LLC – TERMS & CONDITIONS

The property listed and described in this auction 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. New bidders must register at least twenty-four (24) hours before an auction and must provide us with documentation of their identity if requested.

2. VENUE – This auction is being conducted by way of a live virtual online-only auction event to begin May 12th at 2: p.m. EST. with optional ways to place Online Bids or Absentee Bids.

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

4. Limited Preview: Monday, May 10th and Tuesday, May 11th from 1:00 to 5:00 p.m. at our office at One Juniper Road, North Hampton, New Hampshire. **Note:** Inspections will be conducted in compliance with the NH Covid-19 Guidance parameters in force at the time of the inspection.

5. ABOUT THE AUCTION: Most of the lots in this auction originated from the Estate of John Moir, Jr, an eclectic collector and descendant of the founders of the Chase and Sanborn Coffee Co. of Boston, MA, in addition to consignments from local estates. 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 **Buyer's Premium** is added to the high bid price to become the total purchase price as follows:

Absentee or Phone Bids: 20% (Twenty percent)

Online bids placed on paulmcinnis.nextlot.com: 20% (Twenty percent)

Online bids placed on liveauctioneers.com: 25% (Twenty-five percent)

Online bids placed on invaluable.com: 25% (Twenty-five percent)

7. PAYMENT TERMS – Payment in full must be made at the time of pickup by cash, cashier’s check, or wire transfer. Checks are only accepted with an original letter of guarantee addressed to Paul McInnis LLC which must be approved prior to Tuesday May 11th at 5:00 p.m. EST (see website for form). MasterCard and Visa credit cards accepted with a valid photo ID and credit card present at time of pickup.

For international buyers we require a wire transfer in US Funds. Invoices greater than \$2,000 must be paid by Certified Check, Bank Check, or Wire Transfer.

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 exceptions.

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 buyer’s expense, Monday through Friday 9:00 a.m. until 4:00 p.m. within ten days of the auction. The auction company assumes no responsibility for acts or omissions for such handling including, but not limited to, theft, loss, damage, or any transportation, whether at the direction of the buyer or PMLLC. Buyer shall be solely responsible for packing, loading, shipping, or transportation of the buyer’s purchases at buyer’s sole expense.

10. PACKING, SHIPPING & INSURANCE – Paul McInnis LLC will not be responsible for arranging packing, shipping or insurance. Buyers must make their own arrangements with any vendors and complete a Shipping Request Form (available on our website) indicating a buyer’s request for us to turn purchases over to any vendor for shipping.

Contacts for local vendors are as follows:

A.The UPS Store of North Hampton, New Hampshire, via email at:
Store5174@theupsstore.com, call (603) 964-5022.

B.THE UPS STORE, Curtis or Olivia, 380 Lafayette Road, Seabrook, NH 03874, 603-474-2420, fax, 603-474-2432, Cell (603)953-7358, email, store1510@theupsstore.com.

C.THE PARCEL ROOM, Portsmouth, NH, Jeff- 603-431-4205 Info@ParcelRoom.com

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 with respect to 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 set forth 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 catalogue 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. Auction subject to errors, omissions and withdrawals. It is the buyer's responsibility to inspect all lots prior to 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 prior to or during the auction.

13. DISPUTE BETWEEN BIDDERS – 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. The Auctioneer shall not be liable for missed bids, un-executed absentee bids or Internet bids. In the event of a tie bid between an online bidder and a floor bidder, the floor bidder will take precedence. 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 high bid is confirmed acceptable to the Seller, subject to the compliance by the Buyer of the terms of sale. 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. 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 10 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 in 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 any and 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.