

Auction Terms & Conditions

BUYER'S PREMIUM

We do not charge a Buyer's Premium. A 4% clerking fee is applied to payments made with credit cards. 5% for International payments. There will be a \$7 packing and handling fee per successful lot. If you are picking up your item, the fee will be waived.

CONDITION OF ITEMS

Seeck Auctions makes every effort to accurately describe all items offered in its sales. All damages seen at time of listing have been identified. Common nicks, scratches, manufacturing issues, pinheads and wear have not been called. If an item is found to be different than listed, it will be announced and no absentee bids will be entered on item. HOWEVER, all items for sale are "as is," and it is the bidder's responsibility (present or absentee bidders) to determine the exact condition of each item. All items listed with damage are sold "as is." (Example: Once a damage is called or listed, there is no return privilege for finding more damage.) Seeck Auctions will not be held responsible for typographical errors. We do NOT guarantee clocks to be in running order.

ABSENTEE BIDS

Seeck Auctions will accept absentee bids if pre-authorized through www.seeckauction.com, by phone or by mail. All bids must be left in increments as explained in our Terms and Conditions. If a left bid is "out of increment," the auctioneer has the right to round the bid up to the next correct increment. Seeck Auctions is pleased to offer pre-auction online absentee bidding as part of our auction services. Bidders may preview, register and place bids online through our Web site using the Auction Flex system. During the live sale, the auctioneer will execute your absentee bid competitively up to the maximum amount you have indicated. If there is a tie bid between any bidding venues, the floor bid takes precedence.

BID INCREMENTS

\$1 - \$100/\$5
\$100 - \$200/\$10
\$200 - \$700/\$25
\$700 - \$1500/\$50
\$1500 - \$3,000/\$100
\$3,000+ AUCTIONEER'S DISCRETION

BID LIVE VIA TELEPHONE

This service is available on lots with an estimated sale price of \$500 or more. If estimates are not available in the catalog, please call us for an estimate of the item. Requests for phone lines must be received at least three (3) days prior to the auction date. Seeck Auctions cannot guarantee phone lines but will make every attempt to accommodate those who wish to participate through that method. Phone lines are provided on a first come first served basis. Please call 641-424-1116 or email jimjan@seeckauction.com to request a call from Seeck Auctions during the live auction.

RIGHTS & RESPONSIBILITIES

Seeck Auctions may refuse a buyer's number to anyone for any reason. Bidder agrees to provide any identification Seeck Auctions may request including but not limited to: driver's license, photocopies of credit cards, Social Security card or US Passport. Bidder agrees to comply with any stated additional terms or conditions associated with particular items. Seeck Auctions is providing Internet pre-auction and live bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly before the auction. Under no circumstances shall Bidder have any kind of claim against Seeck Auctions or anyone else if the Internet service fails to work correctly before the auction. Seeck Auctions will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the Auction Flex email feature. Seeck Auctions reserves the right to withdraw or re-catalog items in the auction.

The auctioneer will determine the highest bidder. The auctioneer alone has the right to reopen the bidding of an item if deemed necessary due to a dispute. If there is a tie bid between the floor and absentee bid, the floor takes bid precedence. Seeck Auctions reserves the right to remove those attendees who impede the previews and/or the auction. Title to all merchandise shall pass to the highest bidder at the fall of the auctioneer's hammer. The buyer will then assume all risk and full responsibility of the lot purchased once ownership has changed.

PAYMENT

All merchandise must be paid in full within two (2) weeks of the date of the sale. We accept: Visa, MasterCard, Discover Card, personal checks/ certified checks, money orders and cash. There is a 4% fee for all credit card payments. 5% for International payments. All payments post office dated within 5 days of notification will qualify for our Return Policy (see below). Payments made after 5 days will not receive a return privilege. Any exceptions must be approved by Seeck

Auctions. International payments must be made thru PayPal, Money Order or Personal Check in US Funds. Make checks payable to: Seeck Auctions. Seeck Auctions reserves the right to hold items paid for by personal check until said check clears. Call 641-424-1116 to pay your invoice by phone. Note: There will be a \$50.00 service charge for returned checks. If payment for purchased item(s) are not received within two (2) weeks of sale date, your credit card will be charged for all expenses. Address for sending payment: Seeck Auctions, PO Box 377, Mason City, Iowa 50402

SHIPPING

Packaging, shipping of, and insurance on items will be available to successful bidders. There will be a \$7 packing and handling fee per successful lot. If you are picking up your item, the fee will be waived. Shipping costs will be billed with purchases. We ship most items via US Post Office Priority or Fed Ex. Items will be shipped two to ten business days (2-10) days after payment is received. There is a \$10 minimum shipping charge. The first \$50 of insurance is free. For shipping questions please contact Jim or Jan Seeck at 641-424-1116 or jimjan@seeckauction.com. International Bidders-please contact us for shipping options.

POST SALE RETURN POLICY

Purchasers who have mailed payment within 5 days of notification and/or have paid within 5 days will receive the following Post Sale Return privilege. All others will not. Every effort is made to ensure descriptions are accurate and that they fully disclose any exceptions to condition. Buyers who wish to report a problem with a purchase they have made must notify Seeck Auctions within three (3) days of receipt of their purchased item. If a return is authorized by Jim Seeck of Seeck Auctions, the item in question must be shipped, with full insurance, so it arrives at Seeck Auctions within one week of the aforementioned authorization. With respect to all returns, it is the buyer's responsibility to cover the cost of the shipment and insurance, regardless of the reason for the return. Seeck Auctions will NOT reimburse shipping costs to buyers who return auction goods.

Sebae Data Solutions, Inc.

SERVICE TERMS AND CONDITIONS

ACCEPTANCE OF TERMS

Sebae Data Solutions, (the makers of Auction Flex & HiBid (formerly Bidopia) hereafter referred to as "Sebae"), provides its service to you, subject to the following Terms & Conditions ("TAC"), which we may update from time to time without notice to you. The most current version of the TAC can be found found at any time by visiting the link:
<http://www.auctionflex.com/showtandc.ap>

USE AND REGISTRATION

Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended members. If you are under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our service. If you are registering as a business entity, you represent that you have the authority to bind the entity to the TAC.

REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Bidder Information") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sebae has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sebae has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

DESCRIPTIONS OF SERVICE

Sebae provides the following services under the Auction Flex & HiBid trademarks: Integrated Web Service (for auctioneers), internet bidding (absentee, online-only, & webcast). You can learn more about these services in the following sections.

HIBID INTERNET AUCTION PLATFORM & WEB SERVICE DESCRIPTION

Sebae provides the HiBid (formerly Bidopia) Internet Auction Platform & Web Service ("HWS") under the HiBid trademark as a software solution for auctioneers wishing to extend the audience of their live auctions to the internet. The HWS provides various features including internet absentee bidding, internet-only auctions, and webcast auctions. The HWS is able to changes its appearance to coincide with the website that it is powering. Accordingly, the HWS powers the www.hibid.com website as well as numerous Auction Flex customer websites. This ability to change appearance is a

feature of the HWS. Much like internet merchant account providers can host a secure web page for a vendor to easily process payments, the HWS hosts certain portions of the auctioneer's website to easily enable advanced features such as internet bidding.

INTERNET ABSENTEE BIDDING

Internet absentee bidding allows you to place a bid for an item in advance of an auction. This allows you to place bids on lots without actually attending the auction.

INTERNET-ONLY AUCTIONS

Internet only bidding allows you to place a bid for an item prior to the auction lot closing online. In an internet-only auction there is no live auction.

WEBCAST AUCTIONS

Webcast auctions allow you to bid in real-time against other bidders or place pre-bids prior to a lot going "live".

Lots are sold in accordance with the Auctioneer's terms and conditions which are accessible from each lot's page. It is your responsibility to read and accept the Auctioneer's terms and conditions prior to placing your bid.

When you place a bid you are agreeing to be bound by the Auctioneer's & Sebae's terms and conditions. By placing a bid you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding against other internet bidders as well as floor bidders, phone bidders, and regular absentee bidders (this list does not constitute a complete list of bidder types but does highlight the common bidder channels).

The auctioneer, at their discretion, can approve or deny bidders. The auctioneer reserves the right to accept or deny bidders for any reason. Prior to approval the auctioneer may contact you to determine your credit worthiness. If the auctioneer approves your bid, the auctioneer will then process your bid in accordance with their terms and conditions.

Should your bid for a lot prove successful, the auctioneer may contact you to arrange for payment & shipping (if applicable). If the auctioneer required registration via a credit card, the auctioneer reserves the right to process your winning bids to the credit card provided during registration.

Sebae, through the Auction Flex & HiBid products & services, facilitates the internet bidding process between the Auctioneer & the bidder. Sebae is in no way a party to the transaction. Because Sebae is not a party to the transaction, you accept that you will have no claim or cause of action against Sebae in respect of the sale (or non-sale) of any Lot. If you have a dispute with an Auctioneer or another user of the Service with regard to the sale (or non-sale) of any Lot you agree that Sebae, its officers, agents, employees will not be liable for losses (including, but not limited to, loss of profits, special loss, indirect loss and consequential loss), costs, damages, liabilities, claims, demands and expenses of any kind arising out of or connected with such dispute. You also accept that none of the aforementioned are under any obligation to take any action to resolve any dispute between you and an Auctioneer

Sebae is not responsible for any typographical, pictorial or technical errors in information about Lots on the Site as provided by Auctioneers. Sebae does not evaluate Lots and does not act as a specialist or expert on any related subject matter. Sebae makes no warranties or representation of any kind or nature with respect to Lots (including but not limited to representations or warranties as to the accuracy of description, genuineness, quality, authorship, attribution, provenance, period, culture, source, origin or safety). If you have any questions, e-mail the Auctioneer directly. In particular, make sure that you understand the Auctioneer's payment terms and shipping terms.

BIDDING

The Service requires you to login with your username and password prior to placing a bid on a Lot. Making bids with false information or with stolen credit card information is prohibited and illegal.

Your user name and password are required in order to place internet bids. Making bids in a false name or with an invalid or stolen credit card is prohibited. Each bid carries the computer coding of the Internet provider which allows the individual user to be traced and Sebae may at its discretion release this information to enable legal action to be taken. Sebae may, in its entire discretion, refuse or remove bids where it suspects that bids contravene this prohibition. By placing a bid, you are making a binding and irrevocable offer to purchase the Item at any price up to the maximum bid amount you submit. If you win, you must complete the transaction, subject to any contractual right or other right at law to rescind the contract in certain circumstances. Failure to complete transaction without lawful reason is not only a breach of your contract with the Seller but also a breach of this User Agreement.

The amount bid can be increased but cannot be decreased. The auctioneer may, at their discretion, allow you to withdraw and resubmit a bid in the case of bids containing an obvious typographical error. You may forward a request to withdraw a

bid and resubmit a correct bid by immediately sending an email to the auctioneer, however, there is no guarantee that any bid will be withdrawn. Although Sebae will use best efforts to forward all bids, Sebae does not accept any responsibility for lost bids or problems with the recipient auctioneer's ability to process your bid. Moreover, Sebae cannot guarantee that bids received will be processed by the individual auctioneers. Please note that Sebae's role is limited to the provision of the Site for dissemination and publication of information provided by the Sellers.

THE WINNING BID

The winning bid in an auction will be the highest bid that exceeds any reserve (if a reserve exists). In the case of equal bids, the earliest bid received will be the winning bid. If a higher bid is subsequently withdrawn or removed then the auctioneer shall have the right to accept the next highest bid.

NOTICE OF END OF SALE, PAYMENT & SHIPPING

After the sale has ended, the auctioneer will notify the winning bidder via phone, fax or mail that they have won. If you do not receive notice that you have made the winning bid and think that you are the top bidder, you should check with the auctioneer directly. You will make all payment for Items to the auctioneer in accordance with their terms and conditions.

BUYER'S PREMIUM, TAXES AND DUTIES

If you are a successful bidder, you are responsible for paying any buyer's premium, taxes and duties (including any VAT, sales tax and import duties) that may be imposed on the final price paid for an Item. Accordingly, it is your responsibility to check the applicable taxes and duties that may be imposed on an Item prior to bidding for it. **PRIVACY** We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy.

COPYRIGHT

All material and content as provided by the Service is protected by copyright and similar rights. You can not use or make available any of that material for any commercial purpose.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Sebae expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. Sebae makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.
- c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d. no advice or information, whether oral or written, obtained by you from Sebae or through or from the service shall create any warranty not expressly state in the TAC.

LIMITATION OF LIABILITY

You expressly understand and agree that Sebae shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sebae has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of of the previous two sections titled 'Disclaimer of Warranties' and 'Limitation of Liability' may not apply to you.

INDEMNITY

You agree to indemnify and hold Sebae harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

LEGAL COMPLIANCE

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

GENERAL INFORMATION

The TAC constitute the entire agreement between you and Sebae and govern your use of the Service, superseding any prior agreements between you and Sebae. The TAC and the relationship between you and Sebae shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Sebae agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Marion, Florida. The failure of Sebae to exercise or enforce any right or provision of the TAC shall not constitute a waiver of such right or provision. If any provision of the TAC is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TAC remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.