

IMPORTANT: Due to certain email settings, your provider may filter your outbid notifications, invoices, etc. into the SPAM/Junk Folder. Please check this folder and move all emails from us into your Inbox and mark as "NOT SPAM" in order to prevent missing valuable emails regarding your bid activity with all of us here at The Mid-West Auction Collective.

All merchandise is on consignment and is being sold in "as is" condition unless otherwise stated. Many of our Auctions will allow a preview date to inspect the merchandise being sold. If no preview dates are available, it is buyer's responsibility to thoroughly review all information and pictures provided prior to bidding. If at any time, you have any questions regarding policies, shipping or condition of merchandise, please feel free to call the Auction Company conducting the sale. Some auctions offer shipping, some do not and are local pickup only. It will be clearly stated on the home page of each auction. When shipping is an option, we package up everything in-house, we will combine shipping and work with many different shipping providers to try and keep your shipping cost as affordable as possible. No items will ship until the invoice is paid in full. We pride ourselves on fast and affordable shipping, however we are all small family owned Auction House(s) so please be patient. You will receive tracking info when your package is on its way and all purchases will be fully insured from our house to yours. Bid High, Bid Often and bid with confidence. Happy Bidding from all of us here at Little Bull Auction & Sales Co. and The Midwest Auction Collective.

Please Note: At the end of each auction, an invoice will be sent out to the email on file to all successful bidders. Local pick up buyers can pay their invoices at time of pickup with cash, approved check or credit/debit card. Items that need to be shipped will have to be paid BEFORE the items are shipped. There will be a link in your invoice for where to pay. If you need your items shipped, please tell us that in the notes section of your online payment. We reserve the right to auto-capture your payment with your credit/debit card on file if you fail to pay. All shipping cost are the expense of the buyer and will be auto-captured from the credit/debit card on file. If for some reason we are unable to capture payment from your credit/debit card on file, you will receive a 2nd UNPAID Invoice and we will expect payment in full and ask that you update your payment information online or risk losing your privilege to bid in future auctions. Items not picked up become property of the Auctioneer.

PAYMENT: Invoices will go out following each auction with payment options. Accepted forms of payment include cash, certified check, money order, Visa, MasterCard, American Express, Discover, approved personal or business check, PayPal, Venmo, and ApplePay. However, a valid credit/debit card must be kept on file with us at all times and auction company reserves the right to auto-capture from the card on file for payment in full for invoices and/or shipping and handling fees.

BUYERS PREMIUM: There is a 10% buyer's premium added to each invoice. For example, if you buy an item for \$100, you will be charged \$110 at time of checkout and the Buyer's Premium will be reflected on your invoice.

HOW REGISTRATION WORKS:

You **MUST** register to bid. A valid credit/debit card is required to register. Go to the registration tab, create your account and password. With our new system you will be required to create a secure password using at least 1 CAPITAL letter, 1 Number and a special character in your password. Upon registration, you will immediately receive a verification email. Please be sure to check your **SPAM** folder. Below are the instructions on how to register:

1. Click on the registration link in the navigation pane on the left side of your screen.
2. Fill out all of the required information. YES, a credit card is required for registration. There is no registration fee, Credit/Debit cards are just required for fund verification and for payment after the sale if needed.
3. Once you have registered, you can bid on items like normal by either logging in beforehand or by entering in your log in information at the bottom of the page after you have entered your bid amounts.

HOW BIDDING WORKS:

Timed Online Only bidding is the period of time when bidders can monitor the auctions and place live bids on items being offered. Bidders have the opportunity to place their maximum bid (the highest amount they are willing to bid at that time) on an item and let the system bid on their behalf or you can manually bid on an item. Please note, max bids are not disclosed and no other bidder will be able to see your maximum bid until it has been reached. If you choose to manually bid, be sure to check back often and babysit your high bid status or risk on losing out on that item. Auctioneer will not take absentee bids over the phone, via email or over social media. All bids must come through the online bidding platform. In not accepting absentee bids, we are ensuring a fair auction by requiring each bidder to agree to the specific terms and conditions of each auction.

When a bidder is outbid an email notification will be sent to the bidder to the email on file allowing another bid to be placed. Again, be sure to check you SPAM folder and let your email provider know we are not spam.

Any bid that is placed on an item in the last five minutes of the auction will extend the auction by up to five minutes. For example, if a bid is placed at 11:55AM and the auction is scheduled to end at 12PM, the auction will be extended until 12:05PM. This will continue to extend the end time of that item as long as bids are being placed on that piece. The auction will close anywhere from 3 to 5 lots per minute based on the size of the auction. After the auction has concluded, an email notification and invoice will be sent out to the winning bidder with our contact and billing information.

BID RETRACTION: In order to maintain the integrity of the auction, once a bid is placed it cannot be removed. Our bid system requires a 2 step process in order to eliminate the possibility of errors. We are able to lower your hidden maximum bid as low as the current bid price of the auction item at the time that we receive the notice. Notice needs to be made immediately upon realizing the mistake by Buyer, however Auctioneer will not be held liable for being unable to facilitate the change in the system in a timely manner especially during the last 48 hours of an auction when the bidding is the most active.

GENERAL TERMS: All items are being sold "AS IS/WHERE IS" with no guarantee or warranty whatsoever unless otherwise stated in the auction in question. Any condition or description of an item is given strictly as a courtesy to our clients and is only an opinion and should not be treated as fact. Please inspect each item carefully, we utilize high definition photography for all of our auctions. Take advantage of the preview/inspection times if available. Little Bull Auction & Sales Co. is responsible for maintaining the online platform and serves as an online outlet used by independent auction companies (Affiliates) to present their online auctions to bidders. Please contact the independent auction company directly with questions regarding a particular auction. Little Bull Auction & Sales' knowledge of an affiliates auctions are limited to general policy of the platform and to the information that is publicly available on the website. By placing a bid, bidders are verifying they are at least 18 years old and acknowledging they understand and will comply with both the terms and conditions herein along with auction specific terms. Bidders MUST NOT share their password or account with anyone. Bidders are responsible for bids placed on their account. Your bid is your contract to buy.

REFUNDS: In the rare instance that auctioneer deems a refund is forthcoming, liability shall be limited to the purchase price or pro-rated purchase price of the item in question.

BID CLOSING/EXTENDED BIDDING: There is an auto extension feature enabled for all of our online sales. THE WAY THIS WORKS is that at the end of an items bidding period, before it closes, it will give you x amount of time to see that you have been outbid. **Auto Extension feature time is as follows:**

PERSONAL PROPERTY ONLY: 5 minute auto extension

HOME AND CONTENTS: 7 minute extension

REAL ESTATE ONLY 10 minute extension

This means, that if a bid is placed within the last x amount of minutes, you have x amount of MINUTES to see that you have been outbid. THE ITEM IS NOT EXTENDED BY THE FULL EXTENSION OF X MINUTES. For example, if a bidder bids on lot 104 of our PERSONAL PROPERTY ONLY auction (5 minute extension) and there's 1 minute left before it closes, the item is extended by 4 minutes, effectively giving everyone 5 TOTAL minutes to see that they have been outbid. If a bidder bids on lot

104 and there's 4 minutes left, the item will be extended by only 1 minute. Time left + time extended = auto extend feature (referred to as x)

LOAD OUT AND PICK UP: Each auction will have load out and pick up instructions. All items must be removed by the winning bidder. Invoices will be e-mailed out following the close of the auction with load out instructions. Local pickups are welcome to pay with cash, approved check or credit/debit card at time of pickup. Any pre-arrangement made for accommodations outside of the pickup/loadout times must be made no later than the next business day following the close of the auction and may be subject to fee's for staff time. It will be the buyer's responsibility to remove all items without causing damage to the property in which they are stored. If you are the winning bidder, please bring all tools and assistance you will need to load out items. Assistance will not be provided on-site. Once the auction ends, the items become property of the winning bidder (buyer).

- Bring your own boxes & packing material
- Bring your own tools if you think you are going to need them
- Bring your own furniture dolly and helpers
- NO LOAD-OUT ASSISTANCE IS AVAILABLE

SHIPPING: Please pay close attention to the auction that you are bidding on. Not all of our auctions offer shipping as an option. When we do ship, we will combine shipping and try to make it as affordable as possible for you, the Buyer. We package up everything in-house and seldom use a 3rd party shipper. All shipping cost are the expense of the buyer and will be auto-captured from the card on file. No items ship until the invoice and shipping is paid in full. We pride ourselves on fast and affordable shipping, most purchases will go out within 2 to 3 business days following the auction.

LEGAL: Neither the company providing the software nor Little Bull Auction or their associated auction companies will be held responsible for missed internet bids or the failure of the software to perform correctly for any reason. Please note, any announcements made the day of the sale take precedence over all other printed materials and advertising. Buyer accepts all faults of the merchandise whether known or unknown unless otherwise noted. Information given from 3rd party sources is deemed reliable but not guaranteed by the Seller or Auctioneer. The auctioneer reserves the right to make any changes to lots, remove or add items, cancel suspend, extend or reschedule an item or auction, reschedule or make changes to closing time, inspection time and/or removal time as they see fit during the auction and bidding process.

*** See also any and all other terms and conditions within each auction.**

SECURITY: We take your security seriously and are committed to protecting your privacy and financial information. We will collect your contact information, but we will never sell your personally identifiable information to anyone. Your payment and personal information is always safe. We are PCI compliant and Our Secure Payment System and SSL security layer is the industry standard and among the best available for secure online commerce.

REAL ESTATE:

Both Buyer and Seller do hereby understand and agree that said Land, Home and any outbuildings or improvements are being sold "AS IS, WHERE IS" without any warranties or guarantees either written, expressed or implied from the seller(s) or their agents, subject to restrictions, reservations, or zoning orders if any now exist against said property. It is the responsibility of the purchaser(s) to have any and all inspections completed prior entering a bid to buy for any Real Estate being offered; Including, but not limited to; Roof, structure, termite, environmental, groundwater, flood designation, presence of lead-based paint, mold, Radon, electrical, mechanical, plumbing and any other desired inspections. Buyer accepts all faults of the property whether known or unknown. Information given is from sources deemed reliable but NOT guaranteed by Sellers or Realtors.

BIDDER TERMS AND CONDITIONS: These Bidder Terms and Conditions constitute a legal, valid, binding, and enforceable contract between Auctioneer and each person participating in the Auction, whether as a bidder, buyer, or otherwise. These bidder terms and conditions also form the basis for the contract of sale between the Seller and the buyer.

1. Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law. The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other terms and conditions posted by Auctioneer (whether at the Property or online), any announcements or corrections made by Auctioneer at the time of the Auction (whether at the Property or online), and applicable law. By participating in the Auction, whether at the Property, online, telephonically, or through any other means (including absentee bid), each participant agrees to be bound by, and to abide by, these Bidder Terms and Conditions.

2. Bidder Registration; Bidder Qualification. All persons desiring to bid at the Auction, must register to bid. In order to register to bid, each potential bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each person registering to bid represents to the Auctioneer that such person is legally able to enter into a contract. Auctioneer may refuse to accept a bidder registration from any potential bidder, may refuse to issue a bidder number or online bidder account to any potential bidder, and may revoke any bidder registration, number, or account. Each person registering to bid, or otherwise participating, at the Auction

acknowledges and agrees that such person has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for bidder registration, and/or who has not been issued a bidder number or established a bidder account, and, by bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, are reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

3. Auction Conducted in the State of Kansas. The Auction is conducted in the State of Kansas. The Property is offered for sale in the State of Kansas, these Bidder Terms and Conditions are entered into in the State of Kansas, all bids and payments are received in the State of Kansas, and all contracts between Seller and Buyer are formed and entered into in the State of Kansas.

4. Buyer's Premium. The Property is subject to a Buyer's Premium, which will be paid by the winning bidder to Auctioneer for Auctioneer's own account. The Buyer's Premium will be an amount equal to Ten percent (10%) of the high bid amount and will be added to the high bid amount to determine the final Purchase Price.

5. Access to Property and/or Online Auction Platform. Participants assume all risks associated with their presence at the Property and/or their access to any online auction platform utilized by Auctioneer. Any person may be denied access to the Auction, the Property, and any Online auction platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.

6. Nature of the Auction. The Property will be sold subject to Seller's Confirmation by online only timed auction. This means that after the highest bid is recognized by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

7. No Bid Retraction. No bidder may retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Each bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such bidder's registration and for such bidder to bid at the Auction, each bidder agrees not to withdraw or to attempt to withdraw any tendered bid.

8. Bid Increments. Bid increments are established and controlled by Auctioneer and may be adjusted or modified in Auctioneer's sole and absolute discretion.

9. Registered Bidders Responsible for Bids. Each registered bidder is responsible for all bids made using such registered bidder's bidder number or bidder account. Auctioneer is not responsible for monitoring or policing the use of bidder numbers or bidder accounts. Absent a clerical error, Auctioneer's records will be conclusive.

10. Withdrawal of Property by Auctioneer. Unless the Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw any Property from the Auction at any time prior to declaring the property sold to the highest bidder. Property put up at Absolute Auction may be withdrawn by Auctioneer if no bid is received within a reasonable time.

11. Property Sold "AS IS, WHERE IS" and "WITH ALL FAULTS". THE PROPERTY IS BEING OFFERED AND SOLD IN ITS "AS IS" CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS VIEWED THE PROPERTY THEMSELVES AND IS RELYING SOLELY ON SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.

12. Announcements. Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

13. Bidder's Inspection. By bidding, each bidder acknowledges and agrees that such bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.

14. Description of Property. Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.

15. Registration Deposit. In Auctioneer's discretion, Auctioneer may require bidders to make a registration deposit in order to bid on the real Property. Any registration deposit of the winning bidder will be applied against the Purchase Price for the Property, and registration deposits made by others will be returned at the conclusion of the Auction.

16. Separately Deeded Parcels. If the Property consists of two or more separately deeded parcels, Auctioneer may, in Auctioneer's discretion, put the parcels up for bid individually, as an entire group, and by various combinations, and the bids received by each method will be held until it is determined which method yields the highest aggregate Purchase Price. Bidding may be conducted in multiple rounds, and in a round robin fashion, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate Purchase Price is determined.

17. Breaks and Recesses. Auctioneer may take breaks or recesses during the bidding on the Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Property without declaring a "No Sale." A "No Sale" will only occur if Auctioneer expressly declares a "No Sale" in those terms, or if the Auction concludes in its entirety without a winning bid or a high bid subject to confirmation being acknowledged by Auctioneer. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, online, or by other means.

18. Purchase and Sale Agreement. At the close of the bidding the winning bidder, will execute the Purchase and Sale Agreement for the Property withing a timely manner following the close of the online only timed auction.

19. Deposit. A deposit of \$5,000.00 (Five Thousand Dollars) or as fully described within the Real Estate Auction itself will be due and payable in certified funds made out to the closing company being utilized for the Real Estate transaction. This earnest money deposit will be held in escrow and applied to purchase at closing. If the winning bidder/buyer defaults, the Deposit will be forfeited.

20. No Buyer Contingencies. There will be no Buyer conditions or contingencies to the sale of the Property, except Seller's delivery of good and marketable title.

21. Settlement. Unless otherwise agreed, the Settlement or Closing at which all of Seller's rights, title, and interest in the Property will be transferred to the buyer, and at which the buyer will pay the Purchase Price, will occur within 30 days or less of auction close or as fully described in the Real Estate Auction.

22. Broker Participation. A 3% commission to the real estate brokerage representing and securing the winning bidder. The 3% commission is calculated on the hammer price/final bid amount at the end of the auction. A signed Bidder/Broker referral form must be received with confirmation of receipt from the Auction Company/Brokerage for each buyer represented by a broker and submitted 24 hours prior to closing of the online only timed auction.

23. Real Estate Transfer Tax. Real estate transfer taxes if any will be calculated based on the Purchase Price (i.e., the high bid amount plus the Buyer's Premium), and will be divided equally between buyer/seller.

24. Recording Fees. Buyer will pay the fees for recording the deed for the Property.

25. Settlement Fees and Closing Expenses. Buyer and Seller will divide equally any normal settlement fees and expenses, including, without being limited to, title searches, title insurance charges, and survey costs. If any loan costs are accrued by the Buyer, those cost will be the sole responsibility of the Buyer with the understanding the property is being sold at auction and not subject to financing.

26. Any remaining Personal Property left on premise at the time of closing will become the property of the Buyer.

27. Apportionment. Taxes and all other periodic realty costs, if any, will be apportioned pro rata as of the date of the Closing. Seller will pay for all days up to and including the date of the Closing, and buyer will pay for all days following the date of the Closing.

28. Zoning; Land Use. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ZONING OF THE REAL PROPERTY OR ANY OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE SUCH INQUIRIES AND INVESTIGATIONS AS MAY BE NECESSARY TO CONFIRM THE APPLICABLE ZONING AND LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. THE PURCHASE OF THE REAL PROPERTY WILL NOT BE CONTINGENT IN ANY WAY ON ZONING OR LAND USE RESTRICTIONS, OR ON WHETHER A BIDDER OR BUYER MAY PUT THE REAL PROPERTY TO ANY DESIRED USE. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IS NOT RELYING ON ANY REPRESENTATIONS BY SELLER OR AUCTIONEER CONCERNING ZONING OR OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY.

29. Seller's Residential Real Estate Disclosure Statement, if available. If the Property is residential real estate, Seller may or may not complete a Seller's residential real property disclosure statement. In the case of Probate situations where the seller is deceased, there will be NO property condition report provided.

30. Lead-based Paint Disclosure. If the Property includes residential improvements constructed prior to 1978, Seller will complete a Lead-based Paint Disclosure Statement.

31. Online Auction. The following terms and conditions apply if the Auction is conducted, in whole or in part, online:

31.1. Posted Times. All times are based on the Central Standard Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer

reserves the right to close early or extend the Auction at any time at Auctioneer's sole and absolute discretion.

31.2. Records of Online Activity. Absent clerical errors, Auctioneer's records will be final and conclusive.

31.3. Technology Disruptions. Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of any online auction platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

31.4. Failures by Online Auction Platform Provider and its Affiliates or Contractors. Under no circumstances will Auctioneer be liable for any failure of any provider of an online auction platform to perform all or any of such provider's obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of an online auction platform provider to perform their obligations regardless of whether such obligations are owing, directly or indirectly, to Auctioneer, or to Seller, or otherwise.

31.5. Auto Extend Feature. The auto-extend feature will be activated in the case of bids placed in the last 5 minutes prior to the closing of each lot. This prohibits all sniping software and activity. It is necessary to constantly refresh your browser during the last few minutes of the sale so that you are aware of any lot time extensions, as well as during the time extensions as they will continue to extend in 5-minute intervals until competitive bidding ends. It is recommended that customers use the maximum bid option to avoid confusion at the close of the sale, however, if two customers place the same maximum amount, the computer will automatically take the first one placed.

31.6. Disclaimer. Auctioneer makes no representations or warranties, and disclaims any representations or warranties, (i) that any online auction platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using an online auction platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of any online auction platform or any related website technology.

31.7. Winning Bidder Subject to Certification by Auctioneer. The final determination of the winning bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

32. Kansas Real Estate Auction Law Applies. Auctioneer is acting as a licensed Kansas Real Estate Agent and or Auction Company under and subject to applicable Kansas Law.

33.1. Seller's Breach. If Seller breaches any of Seller's obligations with respect to the Purchase and Sale Agreement, buyer's sole and exclusive remedy will be return of the Deposit and any other monies actually paid by the buyer. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Specific performance is not available as a remedy to buyer.

33.2. Buyer's Breach. If buyer breaches any of buyer's obligations, buyer will forfeit the Deposit and any other monies actually paid to Seller or Auctioneer and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Property is subsequently offered for sale (at auction or otherwise), buyer will be responsible for any and all costs and expenses incurred with respect there to, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Purchase Price established at the Auction and any subsequent lower purchase price for which the Property may be sold.

34. Risk of Loss. The risk of loss or damage to the Real Property is assumed by the Seller until closing, except for in the event of loss or damage to the Real Property exceeding ten percent (10%) of the Purchase Price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase and Sale Agreement.

35. Time is Of the Essence. Time is of the Essence with respect to the purchase and sale of the Real Property.

36. Bidding by or on Behalf of Seller. There can be no Seller bidding at an absolute auction.

37. Conduct of the Auction. Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to) if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Property is declared sold or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Property is declared sold or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) Auctioneer is made aware that one or more online bids were timely tendered but not posted, or (v) some other bid dispute arises. Any contract formed with the fall of the hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the winning bid.

38. Indemnification. Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

39. Private Sale. Any participant or registered bidder who enters into an agreement with Seller for the purchase of the Property prior to or during the Auction, or within sixty (60)

days after the date of the Auction, agrees to pay Auctioneer an amount equal to Auctioneer's Buyer's Premium (calculated as a percentage of the agreed purchase price or the fair market value of the Property, whichever is greater).

40. Waiver. Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), and Property inspection terms), do not create, and will not be deemed to create any benefits or rights in favor of any other persons, including competing bidders, and may not be enforced by any other persons. Either globally or on a case-by-case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

41. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the State of Kansas, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in said state or federal courts sitting in and for the State of Kansas, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the State of Kansas (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of forum non convenience. Each Bidder, Buyer, and other Participant waives the right to a jury trial.

42. Attorneys' Fees. If any Participant breaches such Participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

Frequently Asked Questions

How much does it cost to register?

There is no cost to register for the site, registration is FREE.

Why am I am unable to place bid?

Several things can cause this to happen. First, please ensure your account has been verified and you have received your registration email. If you didn't get an email, check your SPAM. Another reason you may be unable to place a bid is if you recently won an

auction but have not yet paid for the invoice, our website may restrict bidding on new items until the unpaid invoice has been paid or if you have an invalid credit/debit card on file. If you continue to experience problems with bidding, please contact us for further assistance at 316-683-2855 or toll free 1-800-508-2855

I bid on an item that I no longer want, what should I do?

In order to maintain the integrity of the auction, once a bid is placed it cannot be removed. Our bid system requires a 2 step process in order to eliminate the possibility of errors. We are able to lower your hidden maximum bid as low as the current bid price of the auction at the time that we receive the notice but that is it.

Why was I immediately outbid?

Our auction allows bidders to enter a hidden maximum bid. If a bidder places a maximum bid on a lot, the system will take the bid only as high as is necessary to become the high bidder. From there, the system will automatically bid, only when necessary, up to the hidden maximum. If you are immediately outbid, it would indicate that a previous bidder has placed a higher hidden maximum bid on the lot.

Do lots have a reserve price?

Very seldom do we have an online auction that has a reserve. If you place a high bid on an item that has a reserve, the system will tell you if the reserve price is met or not.

What is a maximum bid?

Our auction format allows bidders to enter a hidden maximum bid. By placing a maximum bid on a lot, the system will take the bid only as high as is necessary to become the high bidder. From there, the system will automatically bid, only when necessary, up to the hidden maximum.

What is Extended Bidding?

All of our auctions are set up with an extended bidding feature keeping people from "snipping" an item in the last few seconds. As long as an item continues to receive bids, that item will extend for up to 5 minutes. The extended bidding period is initiated once an auction countdown is below 5 minutes. During the extended bidding period, all new bids reset the auction countdown to 5 minutes. An item in the auction ends when no new bids are entered for a full 5 minutes. Each item in an auction is on an independent timer so items will end at different times. Auctions that offer Real Estate may have the bid extension feature with extended bidding up to 10 minutes.