



PERSONAL PROPERTY TERMS AND CONDITIONS

These Personal Property Terms and Conditions ("Terms") govern all personal property auctions conducted by Rowe Realty & Appraisal, Inc. d/b/a Rowe Realty Auctions & Appraisal ("Auctioneer"). By registering for, bidding in, or participating in any auction, whether online, in person, by absentee bid, telephone, or any other method, each bidder ("Bidder") agrees to be bound by these Terms and all additional auction-specific announcements, disclosures, and instructions.

These Terms constitute a legally binding agreement between the Bidder, Auctioneer, and Seller.

Auction Format

Auctions may be conducted online, live, simulcast, sealed bid, timed online, or in another format determined by Auctioneer. Auctioneer reserves the right to modify bidding procedures, bidding increments, closing times, auction formats, or sale procedures as necessary to facilitate the sale process. Auctioneer reserves the right to sell Lots individually, in groups, by the dollar, by the choice, by times the money, or by any other method deemed appropriate.

Buyer's Premium

A Buyer's Premium equal to Ten Percent (10%) of the Hammer Price shall be added to each successful bid and included in the Total Purchase Price.

The Buyer's Premium is earned by Auctioneer upon acceptance of the high bid and is non-refundable.

Example:

Hammer Price: \$1,000

10% Buyer's Premium: \$100

Total Purchase Price: \$1,100 plus applicable sales tax.

Bidder Registration

All bidders must register and provide accurate contact information prior to bidding. Auctioneer reserves the right to refuse, suspend, or revoke bidding privileges at its sole discretion.

Bidders are responsible for maintaining the confidentiality of their bidder number, username, password, and bidding credentials.

Age Requirement

By registering for and participating in the auction, Bidder represents and warrants that he or she is at least eighteen (18) years of age and legally competent to enter into a binding contract. Registration by any person under the age of eighteen (18) is prohibited unless expressly authorized by Auctioneer.

Bidding Procedures

By placing a bid, Bidder acknowledges and agrees:

- Each bid constitutes a legally binding offer to purchase.
- Bids may not be withdrawn, canceled, or retracted once acknowledged by Auctioneer or submitted online.
- Auctioneer may reject, accept, reopen, or advance bidding in its sole discretion.
- Auctioneer's records shall be conclusive in the event of any bidding dispute.

Auctioneer reserves the right to settle any disputed bid and may re-offer any Lot in dispute.

Bid Increments

Bid increments shall be determined exclusively by Auctioneer and may be adjusted at any time without notice.

Auto-Extend Feature

Timed online auctions may include an Auto-Extend Feature.

If a bid is received during the final minutes of a Lot's scheduled closing period, bidding for that Lot may automatically extend for an additional period determined by Auctioneer. Extensions will continue until no further bids are received during the extension period.

This feature is intended to prevent last-second bidding and allow all bidders a fair opportunity to compete.

Technology Disclaimer

Auctioneer utilizes third-party software, internet services, servers, computer networks, mobile devices, and related technology to conduct online auctions.

Auctioneer does not guarantee uninterrupted access to any auction platform, website, internet connection, software application, email service, text notification system, or electronic communication.

Auctioneer shall not be liable for any interruption, delay, malfunction, outage, software error, internet disruption, communication failure, power failure, human error, or other event beyond Auctioneer's reasonable control.

In the event of a technical issue, Auctioneer reserves the right, in its sole discretion, to suspend, postpone, extend, reopen, continue, or cancel bidding, or to resell any affected Lot. Auctioneer's decisions regarding technical matters shall be final and binding.

By participating in the auction, Bidder acknowledges and accepts all risks associated with internet-based bidding and electronic communications.

Auctioneer shall not be responsible for missed bids, delayed bids, failure of internet service, software malfunction, mobile device errors, email delivery failures, text message delivery failures, or any interruption affecting a Bidder's ability to participate in the auction.

Property Condition

ALL PROPERTY SELLS "AS IS, WHERE IS, WITH ALL FAULTS."

All property is sold in its present condition without warranty or guarantee of any kind.

Neither Seller nor Auctioneer makes any representation or warranty, express or implied, regarding:

- Condition
- Authenticity
- Age
- Quality
- Functionality
- Merchantability
- Fitness for a particular purpose
- Provenance
- Value
- Title (unless specifically stated)

Descriptions, photographs, videos, dimensions, measurements, model numbers, and catalog information are provided solely as a convenience and are believed to be accurate but are not guaranteed.

Authentication Disclaimer

Unless expressly stated in writing, Auctioneer does not authenticate, grade, appraise, test, certify, or guarantee the authenticity, origin, age, condition, value, quality, composition, rarity, provenance, authorship, or collectability of any item offered for sale. Bidders are solely responsible for conducting their own inspections, investigations, and due diligence prior to bidding.

This provision shall specifically apply, without limitation, to coins, currency, jewelry, precious metals, gemstones, antiques, artwork, firearms, memorabilia, collectibles, sporting goods, trading cards, and similar property.

Failure to inspect shall not relieve Bidder of responsibility for completing the purchase.

Inspection

Inspection opportunities, if available, will be announced in the auction listing.

Bidders are strongly encouraged to personally inspect all property before bidding.

By bidding, Bidder acknowledges either:

- They have inspected the property to their satisfaction; or
- They voluntarily waive the opportunity to inspect.

Descriptions and Photographs

Auction descriptions, photographs, videos, condition reports, and statements made by Auctioneer are provided for identification purposes only and shall not create any warranty or guarantee.

Any errors, omissions, or inaccuracies shall not constitute grounds for cancellation, refund, adjustment, or rescission of sale.

Payment

Payment is due immediately upon conclusion of the auction or no later than the payment deadline stated in the auction listing, whichever is applicable.

Accepted forms of payment may include:

- Cash
- Certified Funds
- Wire Transfer
- Credit Card
- Debit Card
- PayPal
- Approved Business Check

Auctioneer reserves the right to require certified funds or wire transfers for high-value purchases.

Convenience fees may apply to certain forms of payment and will be disclosed in the auction listing. Returned checks shall be subject to applicable fees, bank charges, and collection costs.

Sales Tax

Applicable federal, state, and local sales taxes shall be added to the Total Purchase Price unless Buyer provides a valid resale certificate, tax exemption certificate, or other documentation acceptable to Auctioneer prior to payment.

Sales tax shall be calculated on the Hammer Price and Buyer's Premium unless otherwise required by law.

It is the Buyer's sole responsibility to establish eligibility for any exemption.

Motor Vehicles, Trailers and Equipment

All motor vehicles, trailers, titled property, and motorized equipment must be paid for in full prior to removal.

Titles, registrations, and transfer documents, when available, shall be delivered only after payment has cleared.

Auctioneer makes no representation regarding a vehicle's condition, roadworthiness, safety, emissions compliance, title status, mileage accuracy, or fitness for use.

Firearms, Regulated Property and Restricted Items

Where applicable, firearms, ammunition, titled property, regulated equipment, and other restricted items shall be transferred only in compliance with federal, state, and local laws.

Buyers are solely responsible for satisfying all licensing, registration, transfer, transportation, background check, ownership, and eligibility requirements imposed by law.

Failure to satisfy legal transfer requirements shall not relieve Buyer of the obligation to pay for purchased property.

Transfer of Ownership

Risk of loss passes to Buyer upon the declaration of "Sold" by Auctioneer.

Title and ownership shall not transfer until full payment has been received and cleared.

Removal of Purchases

Buyers are responsible for all loading, transportation, dismantling, packaging, shipping, labor, permits, and insurance associated with removal of purchased property.

Removal dates and times shall be announced in the auction listing.

Auctioneer and Seller are not responsible for loading, packing, dismantling, disconnecting utilities, securing loads, or transporting purchases.

Property not removed within the prescribed removal period may be deemed abandoned.

Removal Deadline Extensions

Any extension of a published removal deadline shall be granted solely at Auctioneer's discretion and shall not constitute a waiver of any provision contained within these Terms and Conditions.

Storage and Abandonment

Any property remaining beyond the published removal deadline may incur storage fees of Thirty Dollars (\$30.00) per day per Lot or such other amount announced for a specific auction.

Auctioneer shall have a possessory lien against such property for unpaid charges.

Property not removed within a reasonable period may be resold, disposed of, or otherwise handled at Auctioneer's discretion without further notice.

Default by Buyer

If Buyer fails to comply with these Terms, Auctioneer and Seller may exercise any remedy available at law or equity, including:

- Cancellation of sale

- Retention of deposits
- Resale of property
- Recovery of deficiencies
- Collection costs
- Attorney fees where permitted by law
- Suspension or revocation of bidding privileges

Buyer shall remain liable for any deficiency resulting from resale.

Buyer shall not be entitled to any surplus realized from a resale.

Chargebacks and Payment Disputes

Buyer agrees not to initiate a credit card chargeback, payment dispute, or payment reversal for any purchase made in accordance with these Terms and Conditions.

Any chargeback or payment dispute initiated by Buyer shall constitute a default under these Terms and Conditions.

Auctioneer shall be entitled to recover all resulting damages, administrative expenses, collection costs, attorney fees where permitted by law, and any other remedies available at law or equity.

Claims and Returns

All sales are final.

No refunds, exchanges, adjustments, credits, chargebacks, or returns shall be permitted.

Once property has been removed from the Auction Site, no claims regarding condition, description, authenticity, quantity, functionality, suitability, or merchantability shall be accepted.

Private Sale Circumvention

Bidders shall not attempt to negotiate or complete a private purchase of auction property before, during, or immediately following an auction in a manner that circumvents Auctioneer's involvement.

If a private transaction occurs involving auction property within ten (10) days before or after an auction, Auctioneer shall be entitled to its full commission and Buyer's Premium, and Buyer and Seller shall be jointly and severally liable for such amount.

Auctioneer Authority

Auctioneer acts solely as agent for Seller unless otherwise disclosed.

Auctioneer reserves the right to:

- Withdraw property from sale;
- Reject any bid;
- Group or divide Lots;
- Resolve bidding disputes;

- Correct clerical, photographic, or catalog errors;
- Cancel or postpone an auction;
- Modify auction procedures as necessary.

Auctioneer reserves the right to refuse service to any person and to suspend or permanently revoke bidding privileges at any time, with or without cause.

Auctioneer's decisions shall be final.

Limitation of Liability

Neither Seller nor Auctioneer shall be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising from participation in the auction or the purchase, ownership, transportation, use, removal, or resale of any property.

Governing Law and Venue

These Terms and Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles.

Any legal action, claim, or proceeding arising out of or relating to the auction, the purchase or sale of property, or these Terms and Conditions shall be brought exclusively in a court of competent jurisdiction located within the State of New York.

Bidder expressly consents to the jurisdiction and venue of such courts and waives any objection based upon venue, forum non conveniens, or similar grounds.

Acceptance of Terms

By registering, bidding, or participating in the auction, Bidder acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

ALL SALES FINAL

ALL PROPERTY SELLS AS IS, WHERE IS, WITH ALL FAULTS.

NO WARRANTIES.

NO REFUNDS.

NO RETURNS.

NO EXCEPTIONS.

Revised: **June 17, 2026**

The names, formats, procedures, systems, websites, auction methods, and proprietary marketing materials described herein are intended solely for use in connection with auctions and transactions conducted by ROWE REALTY AND APPRAISAL, INC.

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