



General Auction Terms of Sale:

Revised 01/31/2025

Black Belt Auctions (BBA) provides an Online-Only Auction experience.

Our inventory may encompass a broad spectrum of personal property, collectibles, publications, magazines, comics, publicity photos, press photos, videos & movies, books, adult oriented materials, novelties, historic memorabilia, ranging from historic artifacts to contemporary materials. It is important to acknowledge that societal norms and perceptions regarding behavior, language, and content have evolved significantly over time. What was once deemed acceptable may now be considered objectionable, and vice versa. Therefore, BBA reserves the right to accept or reject items for consignment and sale at our sole discretion. The inclusion of an item in our auction catalog does not imply endorsement, approval, or support of its content, message, or implications in society at the time of its original creation, or today. We understand that certain materials may be considered controversial or offensive by some individuals, and we advise potential bidders to exercise discretion and due diligence when reviewing our offerings. While we strive to maintain a high standard of integrity and respectability, we also aim to provide a diverse and comprehensive selection for our clientele. We appreciate your understanding and cooperation as we navigate the complexities of representing diverse perspectives and historical contexts within our auctions.

By registering to bid, you confess and swear to be 18 years of age or order, and you acknowledge that you have read and understand the terms and conditions of this auction and you expressly agree to abide by all terms and conditions contained herein, and in the Black Belt Auctions app, and on the bid.BlackBeltAuctions.com website.

By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.

As Is Nature of the Auction:

All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. BBA may attempt to describe the merchandise in advertising, on the internet, and at the auction but makes no representations. In no event shall BBA be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. BBA shall endeavor to describe each item in detail including pertinent information about it wherever possible. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith but are matters of opinion and not guaranteed by the seller/consigner ("Seller") nor BBA. BBA will not be responsible for any errors or omissions in the description of the merchandise unless it is a material misrepresentation of the



item itself. Any high/low estimates provided are a courtesy only, and not a guarantee of the sales price. Bidders must rely solely on their own judgment as to condition, grade, authenticity, and accuracy of descriptions prior to placing a bid.

Condition Reports:

BBA can provide additional detailed condition reports, such as photos or video, upon request, with enough advance notice at least 48 hours prior to the close of the sale; within 48 hours, condition reports will be made available on a first-call, first-serve basis, as time allows. The absence of a condition report does not imply an item is free of defects. All items may have normal imperfections including but not limited to signs of wear commensurate with their age; these issues will likely not be mentioned in any condition report that may be provided. Condition reports are provided as a courtesy to our bidders, are only an option and should not be treated as a statement of fact. BBA is not responsible for any errors or omissions. The bidder shall be the sole judge of value and authenticity and may not make any contest regarding and determining factor. Condition reports do not waive the “as is, where is” nature of the auction. Questions about condition will not be answered after an item is sold. All dimensions provided are approximate.

Please contact BBA (as outlined in the inspection Dates and Times) at least two days prior to the close of the sale (as outlined in Auction Dates Below) with any condition questions. BBA can provide Virtual Inspections via the Zoom Video conference app.

Auction Dates and Locations:

Bidding begins on April 2, 2024 and lots will begin closing sequentially at 6 PM on Saturday April 20th. This is an Online-Only Auction. All bids must be placed through one of our online bidding platforms or smart phone/ mobile app. Please visit our <http://bid.BlackBeltAuctions.Com> website for links and details.

Bidding will begin closing on each auction at the times specified. The closing time of each lot is subject to Black Belt Auctions’ internet bidding platforms auto-extend feature, When the time remaining to bid on an item falls below (2) minutes, a new bid being placed on that item will result in the bidding clock being reset to two (2) minutes, Auto-extend bidding will continue until such time as no further bids are received and the 2 minutes expires. When a lot experiences an auto-extension on the closing time, this does not delay the closing time of the remaining lots in the auction.

To simplify the bidding process, we encourage bidders to download the Black Belt Auctions mobile bidding app, available in the iTunes app store or on Google Play.



Inspection Dates & Times:

Buyers are always encouraged to inspect items in person prior to bidding to make their own determinations as to condition, age, size, authenticity, value and any other determining factor by appointment only. Bidders who forego the opportunity to inspect and preview items understand and acknowledge that this affects their ability to accurately judge its condition and value.

Items can be made available for inspection up to 48 hours prior to the start of the close of the sale, by appointment ONLY, at our Cochranville PA. Please call 484-746-3200, ext 2 to schedule an appointment. A limited number of inspection appointments are available for each auction event, and will be confirmed on a first-call, first served basis. Not all inventory will be open for previews.

Bidding:

To bid in our Online-Only Auction you must first register to receive a username and password using a valid and active e-mail account. To register, please visit our website bid.blackbeltauctions.com register, or download mobile app, click the drawer, click login, click Create Account.

When approved for a username and password you will be notified by E-mail and asked to verify your E-mail account by clicking the verify button or the link provided in the notification E-mail. Once registered, you may use this name and password for all future BBA Online- Only Auctions, and can begin updating your profile with your Phone number, address, credit card information, etc. Debit/ Credit card information must be on file, in order to cast a bid. In some cases, the first time you save a new card to your account , there may be a “soft charge and void” to confirm there are funds available, similar to a gas station or a hotel. This soft charge falls off as a pending charge for most users within 10 Business days, depending on your financial intuition and merchant services provider. This occurs more frequently with debit cards. BBA does not receive these voided “soft charge” funds in any way. The bidder is required to update the debit/credit card information, including information about the expiry date, cancellation or loss of the card.

Once you have obtained your username and password, login each time you visit the website or mobile phone app to browse, view, and bid accordingly.

Each lot has a minimum starting bid, which must be placed in order for the them to sell. Reserve bids may be executed on cataloged lots on behalf of the Seller and shall be executed confidentially in a manner similar to the execution of absentee bids. All bids must follow BBA bid increment table. You may enter any bid amount you wish (rounded to the nearest dollar) as long as it meets or exceeds the requirement of the bid increment table for this action.



Maximum/ceiling bid may be placed at any time for any amount. All ceiling bids are entered into the auction database and are held in strict confidence. They are bid by the auction software with the intention of securing the item at the lowest possible price up to and not exceeding the ceiling amount.

When you have been outbid, the auction database will notify you through the mobile app or email if selected, notifying you of your status. When a lot is closed, the winning bidder will be notified. Please note that the best way to stay most up-to-date regarding your bids is to check the status under the My Bids & Past Bids buttons.

BBA reserves the right to remove or cancel the bids and / or the bidding rights and privileges of any bidder at any time that is deemed to have taken actions not to be in the best interest of Seller or BBA.

BBA reserves the right to add or remove items from the auction prior to the close of bidding; split or combine lots; add minimum bids or reserve prices.

BBA reserves the right to cancel, suspend, extend or reschedule an individual item and or the entire auction event or to make changes to the auction closing times, inspection times, or removal times.

Buyer's Table:

From	To	Bid Increments
0	95	5
100	290	10
300	435	15
450	725	25
750	950	50
1,000	4,900	100
5,000	9,750	250
10,000	19,500	500
20,000	49,000	1000
50,000	72,500	2500
75,000	95,000	5000
100,000 and above		10,000



Buyer's Premium & Sales Tax:

Winning Bidders will find an 18% Buyer's Premium and applicable State Sales Taxes will be added to your bid price, to determine the final sales price of the items purchased (plus an additional 5% if bidding on Live Auctioneers).

Dealers buying for resale may be exempt from paying sales tax by providing Black Belt Auctions with your sales tax number and executing a sales tax exemption form.

Buyers's Premium Example on the BBA App:

Bid Price:	\$ 100.00
18% Buyers Premium	\$ 18.00
6% PA Sales Tax	\$ <u>7.08</u>
Total Purchase Contract Price	\$ 125.08

Buyers's Premium Example on Live Auctioneers:

Bid Price:	\$ 100.00
23% Buyers Premium	\$ 23.00
6% PA Sales Tax	\$ <u>7.38</u>
Total Purchase Contract Price	\$ 130.38

Payment Terms:

If Bidder is certified as the Winning Bidder on a Lot by the Auctioneer, Bidder is contractually obligated to pay the Contract Price for that Lot (including the Hammer Price, Buyer's Premium and PA State Sales Tax); however, title and ownership of the Lot will not pass from Seller to Winning Bidder ("Buyer") until payment is made and clears & lot is picked up, or shipping is requested.

ALL PAYMENTS MUST BE MADE DIRECTLY TO BBA. Methods of payment accepted from all Buyers are: Credit Cards from Mastercard, Visa, Discover & American Express denominated in USD.

No personal or business checks will be accepted.

BBA will charge Buyers credit card on file for the full Purchase Contract Amount at the completion of the auction. In the event your card isn't charged immediately, it will be charged within 48 hours of the auction closing. Invoices that have cards-on-file decline may be subject to a \$15 declined card fee and lacking ongoing communications between Buyer and BBA, may result in Buyer being blocked from bidding on future BBA auctions. If card is declined or Buyer otherwise fails to pay for a purchase within three days after the Auction, Buyer will be deemed to have abandoned any interest in the Lot, and the Lot may be re-sold at a subsequent auction. BBA and/or Seller may, at any time, commence a lawsuit against Buyer for the Purchase Contract Price of the Lot (including the Hammer Price, and the Buyer's Premium). Additionally, Buyer will be liable for any shortfall or deficiency on the re-sale of the lot, Plus \$25 listing fee and any other costs incurred in connection with re-selling the lot. Under no circumstances will buyer be entitled to any surplus from the re-sale of any lot.



Buyer agrees not to initiate a chargeback under any circumstances. If there is any discrepancy, Buyer agrees to give BBA the opportunity to explore your circumstances by reaching us at Office@BlackBeltAuctions.com. If Buyer initiates a chargeback for any reason, BBA reserves the right to ban and block Buyer from future auctions.

Pickup of Auction Purchases:

NO pickup will be allowed without a PAID IN FULL invoice. Payment can be made online through the Black Belt Auctions App, or by calling the office at 484-746-3200.

Pick-up for items included in this series of auctions will be at 40 Homeville Rd, Cochranville PA 19330 during the following times:

Monday, from 12 PM – 8 PM

Wednesday, from 10 AM – 5 PM

Thursday, from 8 AM – 4 PM

Please reach out via email if none of these work with your schedule.

Pickups will be handled by appointment only. Following each auction, a link to sign up for a pickup appointment will be sent through Shipping Saint.

It is the responsibility of the purchaser to pack and remove all items from the auction site. Please bring your own boxes and packing material. BBA will not provide assistance with packing, lifting, or loading of items. Neither BBA nor Seller will be responsible for any items broken during purchaser's load out.

Please be mindful that pickup of items following the auction is often the most challenging part of the auction buying process. BBA personnel will be onsite to facilitate a smooth and orderly pickup. We ask that all Buyers be respectful and realize that the safety and security of your auction purchases is of the utmost importance to the BBA team.

Any item not picked up in a timely manner may be subject to additional storage fees per item. For any load out / pick-up concerns please contact our office at 484-746-3200

By purchasing an item for auction, you waive any and all claims for deficiency, recoupment, setoff, conversion or trover relating to abandoned lots. BBA is not responsible for damage occurring after sale of items, including damages sustained while items are on its property or during load out, and you expressly waive any and claims against BBA relating to any such damage.



Failure to Pick- up or Arrange for the Delivery; Abandoned Property; Storage:

BBA requests all Buyers pickup their lots in a timely manner, by appointment, during regularly scheduled pickup days as outlined above. BBA offers a 14 day grace period to pick up items. In situations where the buyer requires shipping, or is otherwise unavailable to pickup locally in Cochranville PA 19330, please notify BBA promptly via email to office@BlackBeltAuctions.com at the completion of the sale to make arrangements. Shipping and insurance costs are the responsibility of the Buyer and will be billed to the card on file accordingly. Any Buyer who requests their small lots to be shipped, will be billed a minimum of a \$5 handling fee per lot and the actual cost of shipping and insurance. BBA does not ship anything oversized, over 40 lbs, nor any furniture and reserves the right to refuse shipping on any item. In these cases, Buyer is responsible for signing a waiver of liability, and hiring their own shipping or transportation company to pickup the lot and arrange for packing and transport.

Transportation, storage, shipping, and handling fees start at \$5 per lot and are at the sole discretion of the Auctioneer. Shipping may be billed and collected separately through our third-party service providers, Shipping Saint & Live Shipping.

Buyers located outside of the United States are responsible for any and all country specific duties, tariffs, taxes, and import fees associated with your purchase, including but not limited to VAT in Europe.

Any Buyers who have not picked up their item or arranged for shipping after 14 days, will be billed a storage fee of \$5 per lot, per day for up to an additional 14 days. BBA reserves the right to charge the Buyers credit card on file for storage fees for items not picked up in a timely manner, up to a maximum of 14 days and \$70. Auctioneer will have a possessory lien against such lot(s) that may be executed on in order to satisfy such storage charges. The auctioneer may commence an action against you for storage fees without executing on a storage lien. Twenty-nine (29) Days after the auction ended, BBA will re-list the item for sale.

By utilizing BBA and making a purchase therefore, you expressly agree that any lot purchased by you & paid for, that are not shipped or otherwise removed from the auction site within 29 days from close of the auction will be deemed abandoned to the auctioneer, unless otherwise stated. In the event property is deemed abandoned, you will give up and waive all rights, title and interest with respect to such lot(s). If abandoned lot(s) are subsequently sold, you will not be entitled to any proceeds from the sale of any such abandoned property.



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 the 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. Should a disruption or failure occur, BBA reserves the right to nullify some or all bids, and restart the sale at our Sole Discretion.

Failures by Online Auction Platform Provider and its Affiliates or Contractors:

BBA may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will BBA be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

Reserve:

BBA sales, without requirement of announcement at any time, are presumed to be With Reserve unless the property are in explicit terms put up at absolute auction.

Limitation on Liability:

Bidder / Buyer / Seller hereby irrevocably waive any claim for speculative or consequential damages, including, but not limited to, claims for lost profits, loss of opportunity and loss of goodwill.



Indemnity and Hold Harmless:

Bidder / Buyer / Seller hereby agrees to indemnify and hold harmless BBA. and its employees, agents and subcontractors for any and all claims, expenses and damages, including without limitation all attorney’s fees and legal costs, arising out of or pertaining to any claim, lawsuit or dispute relating to or concerning any auction, purchase or sale of goods as described herein.

Marketing Release:

Bidder grants to Auction the right to take pictures & video and use those for advertising, promotion & publicity purposes in any electronic, online, or print format. Bidder irrevocably grants to Auction permission and authorizes Auction to (A) record, re-record and photograph both the items sold, and Bidders’ likeness, name, voice, interview, and related information, (B) to portray or describe items and Hammer Price as Auction may elect, and (C) to make use of any and all media in advertising, marketing, publicity and promotion related to the Auction, and (D) to reproduce and publish the same throughout the universe in perpetuity, in any and all media now known or hereinafter devised, including but not limited to, all forms of electronic, online, internet distribution, television, home video, digital download, radio and print formats.

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Miscellaneous:

(A) Any display stands shown in the lot photos are not included in the sale unless explicitly stated otherwise.

(B) We reserve the right to refuse service to anyone.

(C) Buyer may receive an e-mail containing an invoice and details concerning pick-up, delivery and deadlines. Check your spam folder. Email communication is not always reliable.

(D) Automated Communication: By registering to bid, you are providing express written consent for Black Belt Auctions to contact you regarding products or services, the auction, future auctions, related promotional activities, including via autodialed and/or prerecorded or artificial voice calls, voicemails, text messages (SMS and MMS), email, snail mail & mobile app push notifications, even if your telephone number is a cellular number or on a corporate, state, or the National Do Not Call Registry (DNC) or other do not contact list. Message and data rates may apply. You also consent to our SMS terms, Privacy Policy and Terms of Service posted on BlackBeltAuctions.com. By communicating with us by phone or email, you give your full consent for any and all calls, texts, and emails to be recorded for quality and training purposes. Bidders may opt out of marketing communications at any time replying STOP or emailing us a Do Not Call Request, but essential auction-related communications will continue to be sent. The auction house reserves the right to contact bidders via email, phone, or other methods for updates, and administrative purposes as necessary to conduct the auction and convey purchases.

(E) Interpretation: No provision of this Contract shall be construed against or interpreted to the disadvantage of either Buyer, BBA, or Seller by any court or other governmental or judicial authority by reason of either party having or being deemed to have drafted, structured, or dictated such provision.

(F) Survival: The representations, warranties, and covenants contained in these terms or in any document, exhibit, instrument, certificate, or schedule furnished in connection with these terms shall survive termination and shall continue in full force and effect.

(G) Governing Law: Bidder/Buyer agrees that any disputes arising from auctions or purchases described herein shall be subject to the exclusive jurisdiction of Chester County, PA, and hereby waives the right to a trial by jury. The validity, construction, enforcement, and interpretation of these Terms shall be governed by the internal law of the Commonwealth of Pennsylvania. By submitting a bid, the bidder consents to legal proceedings governed by Pennsylvania law, without regard to conflicts of law provisions. All disputes, claims, and litigation shall be brought in Chester County, Pennsylvania. If any term in these Terms of Sale is held invalid under present or future laws, the validity of the remaining provisions shall not be affected.



Black Belt Auctions & Appraisals

3114 Limestone Rd, STE 1A, Cochranville PA 19330

office@blackbeltauctions.com

484-746-3200

(H) Severability. In the event that any provision or part of any provision in these Terms is held invalid or unenforceable by a court or other tribunal of competent jurisdiction, then the provision shall be deemed severed and separated from the other provisions of these Terms, which shall remain in full force and effect. To the extent enforcement is limited, then the provision or provisions so affected shall be deemed to have been modified to the extent necessary to make the provision or provisions enforceable.

(I) Gender and Number. The word importing the singular number and masculine gender in these Terms shall be understood to apply to one or more persons and to females as well as males.

(J) Captions. The captions of the various sections and subsections set forth in this Contract have been inserted for convenience in reference only and shall not control or affect the meaning or construction of the terms of this Contract.

Congratulations: you've completed the first step

in becoming a Black Belt Bidding Ninja !

Happy Bidding,



Priscilla Peters-Guilbert

Owner & Director of Operations

www.BlackBeltAuctions.com

on Facebook @BlackBeltAuctions



Black Belt Auctions: Elevating the Auction Experience to Black Belt Standards of Excellence with our cutting-edge mobile app technology. Become a Bidding Black Belt TODAY! PA:AY0024582