

MURPHYLIVE! BIDDING TERMS

1. **AUCTION TERMS:** MurphyLIVE! bidders are bound by the James G Murphy Company general auction terms and conditions posted for the auction which the bids are placed. **PLEASE REVIEW THE TERMS FOR EACH AUCTION YOU ARE BIDDING ON.**
2. **3% FEE.** There is a 3% fee for all online bids. That 3% is in addition to stated the buyer's premium, if any, for the auction you are bidding on. Most auctions have a 10% buyer's premium. (To determine if there is a buyer's premium review the terms for that auction which posted on our website).
3. **FINAL SALES:** All sales are final upon award of bid.
4. **PAYMENT:** All MurphyLIVE! bidders will be emailed an invoice at the conclusion of the auction. Full payment is due by 4pm the day following the auction. Payment must be made by: cash, cashier's check, wire transfer, credit cards (credit card payments must be made online or in person). **We do NOT charge the credit card you used to do your pre-authorization.** Personal or company checks accepted **ONLY** with bank letter of guarantee. To pay by credit card online: login to the website, go to the 'Online Bidding' dropdown menu and select 'MurphyLIVE' then select 'Pay Invoice'. Enter your invoice number and payment amount and click "Submit", you'll be directed to our credit card payment site. Once we receive full payment we will email you a paid in full invoice.
5. **REMOVAL:** Bidders are responsible for removal of their items from the auction site in accordance with the terms for the auction which the bids are placed. All items must be picked up at the auction location – please check location prior to bidding.
6. **FAILURE TO AWARD BID:** MurphyLIVE! bidders will not have any claim against the James G. Murphy Co. for failure to submit bids to the auctioneer. In rare instances the bidding software may show an item awarded to a MurphyLIVE! bidder in error, we reserve the right to withdraw that bid. In the event of a tie Auctioneer reserves right to determine whether the bid is awarded to the floor bidder or the online bidder or reopen bidding.
7. **WARRANTY DISCLAIMER:** All items are being sold "As Is, Where Is", with all faults and without any warranties as to merchantability of fitness for a particular purpose. The principal, the auctioneer, the advertising coordinator, and any of their agents makes no express or implied warranties of any type. Complete terms and conditions of sale will be available at the time of sale. All information was obtained from sources deemed reliable. Although every precaution has been taken to ensure accuracy, the principal, the James G. Murphy Co., the advertising coordinator, and all of their agents shall not be responsible for any errors and omissions therein. It is for this reason that we recommend that all items be thoroughly inspected prior to the point of sale. Auctioneer reserves the right to sell accessories, parts or attachments on a separate and/or aggregate basis.