

TERMS & CONDITIONS

1.) All items are sold "As is and Where is", with all faults. There are no warranties or representations of merchantability or fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Your bidding will signify that you have examined the items as fully as you desire, or that you have chosen not to examine them. Written and oral descriptions are our opinions and should be in no way construed as a guarantee of any kind as to age, condition, materials or any other feature of items being sold. Our goal is to provide prospective bidders with accurate and detailed information. We recommend prospective bidders examine all items in which they have an interest. If you require absolute certainty in all areas of authenticity; and the results of your evaluation leave uncertainty in your mind; we recommend you do not bid on the item in question.

We do not give refunds and All Sales are Final. No statement written or oral made by the auctioneer and /or its staff shall be deemed a warranty or assumption of liability by Midwest Auction Galleries, Inc. or by any seller represented by Midwest Auction Galleries, Inc..

2.) If a lot is offered with a reserve, the reserve maybe printed following the description and bidding will typically begin at or below that price. However, the Auctioneer may at his or her discretion open the bidding at a lower amount.

3.) Once we declare that an item is "Sold", we cannot reopen the bidding. It is the bidder's responsibility to get our attention prior to the Auctioneer saying "Sold". We reserve the right to reject any bids deemed inappropriate. If an item is withdrawn from the auction it maybe offered again, but only at the auctioneer's discretion.

4.) Payment must be made by cash (In House Only), approved check, bank wire transfer, Visa, MasterCard, Discover or American Express. We reserve the right to require a bank letter of approval for large purchases. Buyers not known to us who wish to write a check, must first provide a current letter of credit from their bank guaranteeing funds for that account. Credit arrangements must be made by the Friday prior to the day of the auction so bank statements can be verified. We reserve the right to not issue a buyers' number or to withhold merchandise, if appropriate credit has not been established.

5.) Payment for all purchases is expected at the time of purchase. Payment for successful absentee, phone bids, Internet Bids and LiveAuctioneer bids are required within five (5) business days of the auction.

6.) We are pleased to offer absentee bidding for prospective bidders who cannot attend our auctions. Absentee bids left with us are executed competitively and confidentially. In the case of identical bids left with us, the bid received first will prevail. Bids that are left on LiveAuctioneers are not executed until the item is offered in the live auction and the order in which they are received is not a factor.

Guidelines for Bid Increments

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| \$0 - \$200 -- \$10 Bid Increments | \$201 - \$500 -- \$25 Bid Increments |
| \$501 - \$1,000 -- \$50 Bid Increments | \$1,001 - \$2,000 -- \$100 Bid Increments |
| \$2,001 - \$5,000 -- \$250 Bid Increments | \$5,001 - \$10,000 -- \$500 Bid Increments |
| \$10,001 - \$20,000 -- \$1,000 Bid Increments | \$20,001 - \$50,000 -- \$2,500 Bid Increments |
| \$50,001 and Above -- \$5,000 Bid Increments | |

The deadline for absentee bids is at least twenty (20) lots before the item comes up for auction. All reservations for phone bidding are held in the strictest confidence and must be received one (1) day prior to auction day. In our experience, cellular phones are not always dependable, and we recommend phone bidding reservations be made on land lines. We make every effort to honor all absentee and phone bid reservations, but we will not be liable for any losses incurred, as a result of failure to execute absentee bids; failed phone reservations; or faulty Internet bidding. Submitting absentee bids or phone bids does not imply an extension of credit.

Please see numbers 4 and 5 above.

7.) Purchaser agrees that packing and shipping is done at the purchaser's risk and that the purchaser will pay in advance all packaging expenses, materials, carrier fees and insurance charges, unless otherwise directed. At our discretion, items maybe packed by an agent, such as a packaging store. Please allow two weeks for shipping after payment is received. Shipments of large items are the responsibility of the purchaser. We are happy to provide names of carriers and shippers if a purchaser so requests. Midwest Auction Galleries, Inc. will have no liability for any loss or damage to shipped items.

8.) Note to internet and absentee bidders; we may not accept cut bids, (bids less than the last interval) from the floor or from phone bidders and we may not accept them from internet bidders. Thus, it is possible that a lot could go to another bidder for less than your absentee bid. For example, if the bids are progressing in ten dollar increments, \$50, \$60, \$70 and your absentee falls at \$75, we may not take the bid, since it is less than the \$10 interval. We always encourage bidders to bid by phone or to leave absentee bids through our gallery to avoid such a situation.

9.) All purchases are subject to Michigan Sales Tax (6%) unless a current Michigan Resale Certificate is on file with Midwest Auction Galleries, Inc.. Valid Resale tax numbers from other states are accepted.

10.) Bidding on an item indicates your understanding and acceptance of these Terms of Sale . If a purchaser breaches any of these Terms of Sale, including the obligation to pay for purchased items, Midwest Auction Galleries may seek all remedies under Michigan law including canceling the sale and reoffering the property without reserve.

11.) A buyer's premium of 15% will be applied to the purchase price of all items sold, unless otherwise noted. Live internet pre-bidding at our website (www.midwestauctioninc.com) is offered with a 15% buyer's premium. Also, live auction bidding will be available through LiveAuctioneers at an 18% buyer's premium.

12.) Purchased items not picked up from our auction facility within ten (10) business days of the auction maybe assessed a storage fee of \$5.00/Day per item purchased.

13.) We are normally closed on the next business day after our auction(s). So, please make arrangements for item pickups, payments, appointments, consignments, etc., for any other day.