

TERMS & CONDITIONS OF SALE

By registering to bid and/or participating in this auction (whether in person, online, by phone, or by proxy), you (“Bidder” or “Buyer”) agree to be bound by the following Terms & Conditions. These Terms form a legally binding contract between the Bidder, the Auctioneer, and, where applicable, the Seller.

1. REGISTRATION & APPROVAL

All Bidders must register and be approved by the Auctioneer prior to bidding. The Auctioneer reserves the right, in its sole discretion, to approve or reject any registration or revoke bidding privileges at any time without notice.

The Auctioneer may require additional verification, including but not limited to a valid credit card, government-issued identification, bank letter of guarantee, or deposit prior to approval.

2. BUYER’S PREMIUM & FEES

FOR THIS SALE THERE WILL BE A 3% BUYER’S PREMIUM FOR ONLINE BUYERS ONLY.

A Buyer’s Premium and applicable online bidding fee will be added to the final hammer price of each item. Additional fees may include, but are not limited to:

- Internet bidding fees
- Credit card processing fees
- Title or documentation fees
- Storage and handling fees

All applicable sales tax will be added unless a valid exemption certificate is provided prior to payment.

3. PAYMENT TERMS

All purchases must be paid in full within **forty-eight (48) hours** of auction close unless otherwise stated.

Accepted forms of payment include cash, wire transfer, cashier’s check, credit card, or company check accompanied by a bank letter of guarantee. For wire transfers there will be a \$20 fee. The payment by credit card will be an additional 3% processing fee. The Auctioneer reserves the right to restrict payment methods at its discretion.

The Auctioneer may charge the credit card on file for any unpaid invoices.

4. DEFAULT & NON-PAYMENT

If Buyer fails to make full payment within the specified time:

- Buyer shall be in default
- Auctioneer may resell the item(s) without notice

- Buyer is liable for any deficiency between resale price and original purchase price
- Buyer is responsible for all costs associated with resale, storage, and collection, including reasonable attorney's fees
- Interest may be charged on unpaid balances at the maximum rate permitted by law

The Auctioneer reserves the right to revoke bidding privileges and pursue all legal remedies available.

5. SALES TAX

All purchases are subject to applicable federal, state, and local sales tax laws. Buyers claiming exemption must provide valid documentation prior to payment. Misuse of tax exemption certificates may result in legal penalties.

6. "AS-IS, WHERE-IS" CONDITION

All items are sold "AS-IS, WHERE-IS," with all faults and without any warranties or guarantees, express or implied.

Descriptions, photographs, and statements regarding condition, age, hours, or specifications are provided as a guide only and are not guaranteed. Buyers are solely responsible for inspecting items prior to bidding.

No sale shall be invalidated, nor shall the Auctioneer be liable, for any inaccuracies or omissions.\

7. RISK OF LOSS & INSURANCE

Risk of loss and responsibility for purchased items passes to the Buyer immediately upon acceptance of the winning bid.

Buyer is responsible for insuring all purchases from the time of sale until removal from the auction site or from the equipment's current location.

8. REMOVAL, STORAGE & ABANDONMENT

All items must be removed within fourteen (14) days of the auction date unless otherwise stated.

- No items will be released until full payment is received
- Removal is at the sole risk, expense, and responsibility of the Buyer
- Buyers are responsible for all loading, rigging, and transportation
- Buyer must coordinate with auction company prior to and to arrange pick up of equipment that is not at the auction site.

Items not removed within the specified timeframe may:

- Be subject to storage fees
- Be deemed abandoned
- Be resold or disposed of at the Auctioneer's discretion

Buyer remains liable for all costs, damages, and deficiencies.

9. AUCTIONEER'S RIGHTS

The Auctioneer reserves the right to:

- Reject any bid or bidder
- Withdraw, add, or regroup lots
- Cancel or postpone the auction
- Resolve bidding disputes at its sole discretion
- Re-offer any disputed lot

All announcements made on auction day take precedence over any prior printed or online materials.

10. BIDDING & DISPUTES

The highest bid accepted by the Auctioneer shall be the winning bid. In the event of a dispute, the Auctioneer's decision shall be final and binding.

Bidders are responsible for all bids placed under their account or bidding number.

11. ONLINE BIDDING DISCLAIMER

The Auctioneer is not responsible for any errors, interruptions, or failures related to online bidding platforms, including but not limited to internet connectivity issues, software malfunctions, or delayed transmissions.

All bids placed online are binding.

12. LIABILITY & INDEMNIFICATION

Bidder acknowledges that auction sites may be hazardous. By attending or participating, Bidder assumes all risks of injury, loss, or damage.

Buyer agrees to indemnify, defend, and hold harmless the Auctioneer, Seller, and their agents, employees, and affiliates from any and all claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

- Participation in the auction
- Purchase, use, or transportation of any item
- Presence on auction premises

13. TITLE & DOCUMENTATION

Where applicable, title processing and transfer will be handled in accordance with state regulations.

Titles will be issued only in the name of the registered Buyer. No changes will be made after the auction except to correct clerical errors.

The Auctioneer is not responsible for delays in title processing.

14. FAILURE TO DELIVER

If the Auctioneer is unable to deliver clear title or possession of an item, Buyer's sole remedy shall be a refund of the purchase price paid. No additional claims shall be permitted.

15. COMPLIANCE WITH LAWS

Buyer is responsible for complying with all applicable laws and regulations, including but not limited to safety, environmental, and transportation requirements.

16. COMMUNICATION CONSENT

By registering, Bidder consents to receive communications from the Auctioneer via phone, email, or text message, including auction updates and marketing communications. Standard messaging rates may apply.

17. GOVERNING LAW

These Terms & Conditions shall be governed by and construed in accordance with the laws of the state in which the auction is conducted.

18. ACCEPTANCE OF TERMS

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

ALL SALES ARE FINAL. NO RETURNS. NO REFUNDS.