

## TERMS OF SALE

**NOTICE:** All buyers bidding and other persons attending this sale agree that they have read and have full knowledge of these terms and agree to be bound thereby.

**ONLINE BIDDING:** The Auctioneer sells as agent for the Vendor and as such is not responsible for any default by Vendor or Purchaser. **PRE-BIDS:** Pre-Bids placed, will be executed by the Auctioneer, however, Auctioneer shall not be liable for any claims or costs arising from its failure to do so. However, Pre-Bids placed on lots passed or not sold due to reasons under the Auctioneers control will be automatically deemed null and void. Any system generated email messages or purchases added to an online account can be updated at any time to reflect a change. Pro-forma invoices are subject to change. The Auctioneer may offer Lots to internet bidders using its online service; however, Auctioneer shall not be liable for any claims or costs arising from its failure to do so. Inaccuracies in the catalogue or on the internet will under no circumstances relive the Purchaser from responsibilities accepted on the Bidders Registration form. In the event of problems resulting from online or webcast auction software malfunctions, internet connection disruptions or other computer related malfunctions. Auctioneer reserves the right to cancel any sale. Auctioneer at its sole discretion may reopen the bidding to determine the highest bidder. Auctioneer's decision shall be final and absolute. The record of sale kept by Auctioneer will be taken as final in the event of any dispute.

**INJURY AND DAMAGE:** Bidder acknowledges responsibility for any personal injury or property damage caused by bidder, or his agent, and further agrees to hold SAMMY P AUCTION SERVICES harmless from any personal injury to himself or his agents and any property damage incurred on auction premises. All children under 18 are the sole responsibility of the adult accompanying them, I release SAMMY P AUCTION SERVICES and the Seller from any and all liability connected with the removal and transportation of my purchases and any and all future uses for the equipment purchased here today.

Auctioneer reserves the right to refuse any applicant the privilege of bidding at this auction sale and to revoke such privileges at any time.

**AGENCY:** The auctioneer is acting as agent only and is not responsible for the acts of its consignors or its principals.

**CONDITION OF ARTICLES SOLD:** The auctioneer is not responsible for any incorrect description, genuineness, authenticity of, or defects, in any lot, and makes no warranty in connection there with. No sale will be set aside for allowance made on account of any incorrectness, error in cataloging, or any imperfection not noted. No deduction allowed on damaged articles, all goods being exposed for public exhibition, and sold "as is" and without recourse.

**THE LISTING IS ONLY A GUIDE AND MAY NOT BE ACCURATE IN ANY WAY. EVERY ITEM WILL SELL "AS IS" "WHERE IS." PLEASE INSPECT THE EQUIPMENT PRIOR TO BIDDING, ALL SALES ARE FINAL.**

**TERMS:** Complete payment or a minimum requirement of 20% deposit day of sale in Cash, Certified Check or Bank Wire Transfer. Balance due within 4 days. A personal or Business Check will be accepted only with a current bank letter guaranteeing payment. No items will be removed until payment is received in full. NO EXCEPTIONS! Announcements day of sale will supersede all previously advertised terms and conditions.

**Each individual lot purchased will be assessed a 10% administrative fee capped at \$2,500 per lot.**

**CASH:** Cash transactions, or cash equivalents over \$10,000 will be documented with a Form 8300. Companies must provide their Federal ID Number and individuals must provide their Social Security number. NO EXCEPTIONS!

**TITLES: NO TITLES GIVEN DAY OF SALE. Auctioneer does not guarantee titles on any vehicle unless noted in catalog. Please note title or document disclosures in catalog. Announcements by auctioneer supersede all other notifications.** Auctioneer reserves up to **21 business days** to deliver such. In the event we are unable to provide the listed paperwork within a 21 day period, buyer may return the said item at their expense and receive a refund of the purchase price and any administrative fees. If a vehicle, truck and/or trailer is clearly marked "No Title", then a title **will not** be provided. Printed titles and/or Certificates of Origin will not be guaranteed on Construction Equipment (i.e. Backhoes, Loader, Compressors, etc.) Buyers of **ALL** construction equipment, other than vehicles, trucks and trailers will receive an auctioneer's notarized Bill of Sale.

**DISPUTE BETWEEN BIDDERS:** If any dispute arises between two or more bidders the auctioneer may decide the same or put the lot up for sale again at once and resell to the highest bidder. The auctioneer's decision shall be final and absolute. At knockdown (when it is sold to a high bidder) the equipment or vehicle becomes the sole responsibility of the new purchaser.

**RECORDS:** The record of the sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.

**SALES TAX:** Will be charged in state where applicable percentage announced at sale time. Sales Tax on motor vehicles may be paid direct to DMV upon registration. It will be necessary on day of sale to execute a Certificate of Resale for all purchases by dealers. Failure to furnish this information will require the payment of sales tax.

**REMOVAL:** All purchases must be removed no later than as announced. No lot can, on any account, be removed during the sale. Removal shall be at the expense, risk and liability of the purchaser. Purchases will be delivered only on presentation of paid bill. Any purchases not removed the day of the sale become the sole responsibility of the purchaser. Auctioneer shall not be responsible for goods not removed within time allowed. Auctioneer is not responsible for stolen or damaged lots prior to or after sale unless removal is prohibited by Auctioneer. Buyer is responsible for removing & loading of equipment purchased. **NOTE:** Items Not removed from the auction site within the announced time become the property of the auction company and expenses incurred to be billed to the purchaser.

**ADDITIONAL TERMS AND CONDITIONS:** The auctioneer may add other terms and conditions of sale, such additional terms and conditions to be announced prior to the auction