

ONLINE BIDDING TERMS: BUILDING SUPPLIES
AUCTION DATE: JANUARY 20, 2022 – JANUARY 26, 2022

1. The Auctioneers Group has put forth every effort in preparing the catalog for this auction to provide accurate descriptions of all items. All property is sold “as-is” and it is the buyer’s responsibility to determine the exact condition of each item. Printed statements or descriptions by staff are provided in good faith and are matters of opinion. All sales are FINAL and there are absolutely NO refunds.
2. If you are interested in participating in our online auctions you must register online. Please provide an accurate phone number and email address upon registering. After you request to bid, you will be sent a credit card authorization form to fill out and send back, once the auction company receives the completed credit card authorization form an auction company employee will contact you to complete your registration approval. NJ bidders are required to post a \$500.00 authorized hold deposit, Out-of State bidders are required to post a \$1,000.00 authorized hold deposit. International bidders are required to post a \$10,000.00 authorized hold deposit. **(PLEASE NOTE: AN ADDITIONAL HOLD DEPOSIT MAY BE REQUIRED WHEN A PURCHASER’S BIDS EXCEED \$5,000.00. THE DEPOSIT IS AN AUTHORIZED HOLD ONLY. YOUR CREDIT CARD WILL NOT BE CHARGED AT THIS TIME. IF YOU ARE NOT A WINNING BIDDER, THE MONEY WILL BE RELEASED FROM THE HOLD WITHIN APPROXIMATELY 24 HOURS OF THE CLOSE OF SALE).**
3. Please allow up to 24 hours for approval/authorization to be complete. All persons requesting to bid **MUST** complete the registration process one hour prior to the close of auction (Wednesday, January 26th by 12 Noon, EST). Bid requests that are received after this time may not be approved.
4. In order to better serve our customers, all bidders must provide their name, address, daytime phone number, and email address where they can be contacted in order to assure good contact between The Auctioneers Group and the bidder throughout any transactions.
5. By registering to bid, all persons acknowledge to have full knowledge of these “Terms and Conditions of Sale” and agree to be bound thereby.
6. Bidding will open on Thursday, January 20, 2022 at 9:00 AM and lots will start closing on Wednesday, January 26, at 1:00 PM. TWO or THREE lots will close every 1 minute beginning with Lot Number 1.
7. Bid Extension: The closing of a lot is automatically extended 3 minutes whenever a bid is placed the last 3 minutes of the items closing time.
8. **Everything will be sold: price x the lot, piece or box, lots cannot be split, please see lot descriptions for quantities.**
9. On-site Previews will be held on Thursday, January 20, 2022 and Tuesday, January 25, 2022 from 10:00AM to 3:00PM. Current CDC Covid-19 Guidelines will be followed. Catalogs will be available at preview.
10. Buyer’s Premium: There is a 15% Buyer’s Premium added to the final bid price.
11. SALES TAX: 6.625% NJ State Sales Tax will be charged where applicable.

12. **SALES TAX EXEMPTIONS:** Buyers exempt from tax must submit a **VALID** exemption certificate and present a copy of their certificate at time of registration.
13. **EXPORTERS:** If you take possession of your purchase in the United States, you must pay sales tax. You must provide the following in order not to be charged:
 - a. **Bill of Lading** – All export purchases must be removed by a trucking company. The trucking company will provide a Bill of Lading with the purchases listed. **NOTE:** No items will be released without this document or you must pay tax and be reimbursed once the Bill of Lading or a Dock Receipt is received.
14. **PAYMENT:** Wire transfers and bank checks are the preferred methods of payments. Credit cards will also be accepted (there is a 3% fee for using credit cards). You will be emailed an invoice that will include wire transfer instructions to complete payment. If wire transfers are not received by 4PM EST Friday, January 28, 2022, credit cards used for the credit card authorization forms provided for registration approval will be charged the full amount of the purchase.
15. **REMOVAL/PICK-UP: PURCHASERS MUST REMOVE THE MERCHANDISE FROM THE PREMISES AT THEIR OWN RISK & LIABILITY.** The Auctioneers Group **DOES NOT** provide any shipping. Merchandise is located at and must be picked up at Millhurst Mills, 17 Sweetsman Lane in Manalapan, NJ 07726. All purchases are made at the purchaser's risk and the auctioneer is not responsible if all or any part is lost, stolen, damaged or destroyed from any cause. Auctioneer shall not be liable for non-delivery to the purchaser of any lots. Shipping arrangements and cost are the **BUYER'S SOLE RESPONSIBILITY.**
16. Removal and rigging are to be at the purchaser's own expense, risk, and liability. All rigging and delivery arrangements are strictly the responsibility of the purchaser and rigging company. The Auctioneers Group takes no responsibility for these arrangements whatsoever. Delivery can be arranged by contacting Tom or Tim at 732-462-2000 Minimum \$100.00 charge, depending on the load, for local delivery, within a 30-mile radius. As all goods are sold "AS-IS, WHERE-IS". The delivery company will not be responsible for condition of product upon delivery.
17. **REMOVAL PICK UP DATES & TIMES:** Purchasers must schedule removal of items with The Auctioneers Group and items must be picked up within 2 business days of the conclusion of the auction. Removal days and times will be Thursday & Friday, January 27th & 28th, 2022 between 9AM and 3PM EST. Please call auction company to schedule pick-up.
18. In the event of a billing error the buyer is obligated to pay any deficiency upon presentation of a corrected bill.
19. Auctioneer reserves the right to resolve any dispute regarding bids or bidders.
20. Record of the sale is being kept by the auctioneer & bookkeeper and will be taken as final in the event of any dispute.
21. **THIS LISTING IS ONLY A GUIDE AND ACCURACY IS NOT GUARANTEED. EVERY ITEM WILL SELL "AS IS" "WHERE IS". PLEASE INSPECT INVENTORY & EQUIPMENT PRIOR TO BIDDING. ALL SALES ARE FINAL.** No sale shall be invalidated by reason of any defect or inaccuracy in any of the lots by reason of their being incorrectly described in this listing or elsewhere

and no liability shall be borne by the Auctioneers in respect of any such fault or errors. These listings have been prepared only as a guide based on information from sources generally believed to be reliable and from the Consignor, but the accuracy thereof cannot be guaranteed or warranted by the Auctioneers. Bidder acknowledges that it is their responsibility to inspect all equipment and to make his own inquiries. There shall be no guarantees or warranties, expressed or implied, statutory or otherwise, of any nature whatsoever. Each and every lot will be sold "as is" "where is". Specifically, but not to restrict the generality of the foregoing, the Auctioneers make no representation or warranty on any of the lots which are the subject of the auction.

22. The auction company reserves the right to refuse any bid or bidder. The auction company is not obligated to approve all bidder registration requests.
23. USE OF SITE: The Auctioneers Group cannot and will not be held responsible for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continuous, uninterrupted service or use of the site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneers Group, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction.
24. If the purchaser fails to comply with any of the stated and printed "Terms and Conditions of Sale" included but not limited to full payment, method of payment and removal of purchased goods, the auctioneer at his option may declare the purchaser in default without notice and retain all monies paid as liquidated damages and pursue legal remedies available for enforcement of purchaser's performance or to recover losses caused by purchaser's default. These losses include, but are not limited to, restocking, moving, storage and any and all expenses related to the reselling of the goods and any loss on any subsequent sale.
25. As a winning bidder for items in the online January 2022 Building Supplies auction conducted by The Auctioneers Group, purchaser agrees to be bound by all of the auction terms regarding payment and removal of purchased items. Purchaser has accepted these terms and conditions upon registration for bidding. Purchaser acknowledges that removal of purchased items is their sole responsibility. Purchaser enters the property at my own risk and liability and holds the Auction Co. harmless for any damage to goods during removal. Purchaser also holds the Auction Co. harmless and free of any liability whatsoever for any injury or claims of any kind by any person that may arise during the of the removal of any item or while on the premises of 17 Sweetsman Lane, Manalapan, NJ.

SALE MANAGED & CONDUCTED BY

**THE AUCTIONEERS GROUP
(609) 693-6899 / (732) 776-7222**