

WILLIAMSON BROS. REALTY & AUCTION CO., INC. / GAL 2585

By Attending &/or Participating in This Auction, All Attendees Agree to ALL Terms & Conditions of Auction, both Written & Announcements.

~~~TERMS & CONDITIONS for PERSONAL PROPERTY AUCTION~~~

Note: For Guns, See Special Additional Terms & Conditions

1.SETTLEMENT: The United States and State Laws for failure to pay shall apply. The Buyer agrees to make agreed settlement on sale day during or immediately after the auction in U.S. Currency, Bank Certified U.S. Funds, or company check with **Bank Letter of Guarantee**, Wire Transfer (\$25 Fee added), or Credit Card (see Chargeback Waiver*). **Here's how your irrevocable Bank's Letter of Guarantee should read:**

"[Customer Name] is a customer of this bank. This bank guarantees for a period of 15 banking days from [sale date] unconditional payment of their company check made payable to Williamson Bros. Realty & Auction Co., Inc. in the amount of \$_____."

In default of payment the Auctioneer in addition to all other remedies allowed by law, will retain any monies received and resell the property at public sale without further notice. Any deficiency, including expenses of resale, will be charged to the defaulting Bidder.

2.*CREDIT CARD CHARGEBACK WAIVER: By accepting the terms of the Auction company, the Purchaser paying by credit card has hereby waived their right to any and all credit card recourse, chargebacks, or refund terms and accepts the terms of the Auction Company.

3.BUYER'S PREMIUMS: For **onsite** bidding, a **13%** Buyer's Premium will apply with a 3% discount for cash, checks with *Bank Letter of Guarantee*, or wire transfer (\$25 fee added). When online bidding is an option, an **18%** Buyer's Premium will apply to **online** Buyers. A \$25 fee will be added for Wire Transfers. These premiums will be added to every purchase to make up the sale total.

4.REGISTRATION: Buyers represent and warrant that this registration is made for the Buyer alone and not on behalf of any other person. The Auctioneer reserves the right to revoke any Bidder Card and eject any person at any time.

5.INSPECTION: The Buyer agrees to physically inspect the property and to rely exclusively upon this inspection in order to bid or purchase at the sale. Hours on machines are NOT guaranteed.

6.MEMORANDA OF SALE: The record of sale kept by the Auctioneer or bookkeeper will be taken by the Bidder or Buyer as absolute and final in all disputes.

7.NO WARRANTIES: All property is sold **AS-IS, WHERE-IS** with all faults. There are no warranties, representations or guarantees, as to quality, character or condition of the property. The implied warranty of merchantability is expressly disclaimed. Auction Buyers shall not be entitled to any adjustments or allowance, rescission, damages or any remedy or claim as to quality, character or condition of any property purchased by the Bidders.

8.ACCESSORIES: All accessories will be separate from the equipment unless otherwise stated.

9.RISK OF LOSS: The Auctioneer and Seller(s) are not responsible for any lost, damaged or stolen property, of any kind, regardless of circumstance. The Buyer assumes delivery, full responsibility and accepts all risk of loss for any property purchased from the time the Auctioneer accepts the Buyer's bid regardless of the check out or closing process.

10.THEFT: The theft of any property should be reported to the local police. It is the right of all auction Buyers to prosecute anyone caught stealing to the fullest extent of the law.

11.CHECKOUT & REMOVAL: The Buyer has no right of abandonment whatsoever. The Buyer agrees to remove all purchased property within the guidelines & times announced or posted. Property not removed within the time specified will be resold or disposed of by the Auctioneer or Seller without additional notice and in addition to all other remedies allowed by law, the Auctioneer will retain all monies received and add any deficiency or expense

associated with resale or disposal of the property to the defaulting buyer. Riggers, movers, electricians or anyone working as such must provide the Auctioneer with proof of insurance. The coverage must be at a level acceptable to the Auctioneer and Seller. All removal expenses and the repair of damages caused by removal are at the risk and expense of the Buyer and/or their agent unless otherwise stated on the Auction invoice.

12.AUCTION SITE/BUYER RESPONSIBILITY: Buyer acknowledges that the auction site is a potentially dangerous place. Every person attending the auction sale at all times shall be there at their own risk, with notice of the conditions at the premises, the activities on the premises, and the conduct of third parties now given. Buyers shall so advise their agents and employees. The Buyer agrees to indemnify and hold the Auctioneer and Seller harmless from any claims or damages. No person shall have any claim against the Auctioneer, his agents, employees or principles regardless of personal injury, loss of life or damages to or loss of property. Buyer also acknowledges responsibility for his actions and conduct and the action and conduct of their agents and employees throughout the sale and checkout process.

13.DISPUTES: Any disputes that arise during the course of the sale or pay period shall be decided by the Auctioneer. The decision of the Auctioneer shall be final and absolute.

14.COMPETITIVE BIDS: All offerings whether real or personal property are subject to competitive bids. In the event an offering does not have the benefit of competitive Bidders, the item may at the Auctioneer's discretion, be withdrawn from auction.

15.VEHICLE TITLES: All titles will be mailed certified mail within 15 business days but in any event the title will not be issued prior to your check clearing the bank.

16.CONSIGNMENTS: Auctioneer hereby gives notice to Bidders that some items being sold may be consigned by third parties.

17.ADDITIONAL: **A)** Announcements made by the Auctioneer prior to and throughout the sale shall become a part of this agreement. Although all information has been obtained from sources deemed reliable, the Auctioneer and Seller make no guarantee whatsoever to the accuracy of any printed materials. **B)** The Auctioneer reserves the right to withdraw items, alter the sale order, bid on Seller's behalf, and group lots as he deems appropriate. All auctions are subject to cancellation without notice. Absentee bids will be bid proxy from the Auctioneer and staff. **C)** The Bidders and/or Buyers will not hold the Auctioneer liable for the Seller's misconduct or negligence in regard to matters of title or failing to close on a sale or failing to disclose defects of any kind including that of hazardous waste. Buyers and Bidders will look to the Seller in these matters. **D)** All Property sold with Reserve unless otherwise advertised. **E)** Pay attention to quantities as we customarily sell "**Times the Money**".

18.RESERVATION OF SERVICE: The Auctioneer reserves the right on behalf of the Seller to refuse service or admittance to anyone whether notice is given verbally or written.

19.REGISTRANT INFORMATION & EMAIL: Registrants grant Auctioneer permission to share registration information with affiliates.

20.SALES TAX: Applicable sales tax will be collected from Buyer at checkout. Proper forms & sales tax certificates must be provided for exemption on qualified purchases.

21.ONLINE TERMS & CONDITIONS: For Online bidding see Online Host for additional "online" Terms & Conditions.

22. GUNS PURCHASES: Special Additional Terms & Conditions apply to guns purchases. Before bidding on Guns, see the Guns Terms & Conditions.