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THESE TERMS WILL GOVERN THIS AUCTION SALE.

YOUR BID IS A CONTRACT TO BUY

NOTICE: By bidding on any lot you are creating a contract to buy. Failure to pay for any lot won will be a breach of your contract and may result in contempt of court charges. Salvadore Auctions & Appraisals, Inc. reserves all rights to remedy any breach of contract by any bidder. All persons, bidders, interested parties, registered bidders or persons intending to register, view, inspect, bid or purchase any personal property, inventory, equipment, lot or item (collectively the "Merchandise") at this auction sale agree that they have read and have full knowledge and understanding of these terms and agree to be bound by these terms. All persons attend this sale at their own risk. Within these Terms of Sale, "Auctioneer" means Salvadore Auctions & Appraisals, Inc. including its officers, directors, employees, agents and assigns. "the Seller" means the decedent estate including its respective officers, directors, attorneys, employees, agents and assigns. Merchandise means any item(s), lot(s) or goods offered for bid. "Purchaser" means bidder, registered person, whether company or business or individually. "Attendee" means any person observing, inspecting, onlookers or person present at the auction site.

1) IDENTIFICATION OF BIDDER: All bidders are required to give full name and address, phone number and email to Proxibid.

2) ONLINE BIDDER DEPOSITS AND CREDIT CARD PAYMENTS: Credit / Debit Card Deposits: You will not be approved without your credit card entered at registration. Credit / Debit Card Payments: Payments via credit card are accepted up to \$1,000.00 final invoice total. Any invoice total larger than \$1,000.00 must be paid by cash, wire transfer or certified check. NO BIDDER SHALL CHARGE A CREDIT CARD WITHOUT EXECUTING THE AUCTIONEER'S CREDIT CARD AUTHORIZATION AGREEMENT.

3) TIME OF PAYMENT AND SETTLEMENT, BUYERS PREMIUM: All bills and/or invoices due must be paid and received in full in US Dollars to Auctioneer NO LATER THAN Friday February 6, 2020. Title shall pass after full payment has been received by the Auctioneer or its agent via the usual and customary form of bill of sale. METHOD OF PAYMENT: cash, known check with proper ID, authorized Credit Card up to \$1,000 limit (Visa/Mastercard only) or Cashier's Check. NO PERSONAL CHECKS SHALL BE ACCEPTED ALL SALES FINAL REGARDLESS OF MANNER OR METHOD OF PAYMENT. BUYERS PREMIUM: An Eighteen percent (18%) Buyers Premium will be charged and shall apply to all lots sold. Credit Card Payments are subject to a 4% administrative fee. SALES TAX: All items are subject to Rhode Island Sales Tax when applicable unless a copy of your resale certificate or a blanket exemption is received at time of invoicing. Auctioneer has not taken possession of Merchandise being offered at auction and is acting as an agent of the Seller only. **PURCHASER IS RESPONSIBLE TO ESTABLISHING THE AMOUNT OF INSURANCE FOR SHIPPING.**

3A) SHIPPING: ALL LOTS WILL BE SHIPPED BY UPS ONLY FROM THE BOSTON, MA LOCATION. NO LOTS CAN BE PICKED UP FROM THE AUCTION OFFICE. ESTABLISHING THE LEVEL OF INSURANCE IS THE RESPONSIBILITY OF THE PURCHASER. IN THE ABSENCE OF ANY INSTRUCTIONS BY THE PURCHASER THE AUCTION WILL PLACE INSURANCE ON THE SHIPMENT EQUAL TO THE INVOICE TOTAL.

4) NO CREATION OF BAILMENT: The relationship between the Auctioneer, Salvadore Auctions & Appraisals, Inc and the buyer is not bailment.

5) SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE: Quantities presented in the auction catalog are estimations only and not warranted as fact. No deductions or allowances will be made by the Auctioneer in regard to the inventory count of any item.

6) ADDITION TO/WITHDRAWAL FROM SALE, METHOD OF SALE: The Auctioneer reserves the right to add or withdraw items, articles or lots from the sale whether listed or not, and reserves the right to group, split, combine or divide lots in to larger or smaller lots wherever the best interest of served. The Auctioneer reserves the right to accept or reject, for any reason, any and all bids.

7) DISPUTE BETWEEN BIDDERS: Auctioneer reserves the right to put up for resale or decide winner should a dispute among bidders arise. The Auctioneer's decision shall be deemed absolute and final.

8) RECORDS/AGENCY: The record kept by the Auctioneer or clerk shall be final in the event of dispute.

9) INDEMNIFICATION: The Bidder agrees to hold the Auctioneer, Salvadore Auctions & Appraisals, Inc., along with its respective agents, officers, directors, shareholders, partners, members or affiliates harmless, now and forever, from and against all liabilities, claims, damages, or actions relating to or arising from the condition or use of the Merchandise purchased, or failure to comply with state, federal or local law(s) applicable to such articles, lots or items, or from any damages whether consequential or otherwise, and any and all costs or legal expenses arising from any liability, claim or action.

10) **CONDITION AND REPRESENTATION OF MERCHANDISE SOLD: All Merchandise is sold strictly "AS IS" "WHERE IS" "WITH ALL FAULTS" AND WITHOUT RECOURSE.** Auctioneer makes no representation or warranty concerning the truth or completeness of information and/or the accuracy or correctness of the description of the Merchandise provided to Purchaser regarding the Merchandise subject to Auction. Photographs are provided solely for the Purchasers convenience and shall not be construed to create representation or warranties of any kind pertaining to the Merchandise. Purchaser waives any and all claims against Auctioneer relating to photographs or descriptions of such Merchandise whether the Purchaser has inspected the Merchandise or has not inspected the Merchandise. Descriptions are believed to be correct, however there are no guarantees and neither Auctioneer, nor its representatives will be held responsible for advertising discrepancies, inaccuracies or failure of the Merchandise to correspond with any standard expected. No Merchandise shall be sold or deemed to be sold by description. Purchaser shall not be entitled to rely on any representations made either in writing or orally by or on behalf of the Auctioneer. The description, measurements, dimensions, quantities and weights set out in the auction brochures, catalogs and/or invoices are believed to be accurate, but such information is given by way of identification only and no warranty, condition or guarantee is given or is to be implied as to the accuracy of such descriptions, numbers, year, models, quantities or weights or other particulars or the genuineness or authenticity of any lot of Merchandise and the Auctioneer will not be responsible for any damage or loss (consequential or otherwise) arising as a result of any inaccuracy in respect thereof. No claims may be made by any purchaser that relate to the fitness, safety, use or condition of any Merchandise purchased, or for any damages whether consequential or otherwise which arise therefrom. The Auctioneer shall not be responsible for neither the authenticity of, nor any defect in any Merchandise and make no warranty or representation of any kind whatsoever either expressed or implied in connection with any Merchandise being sold or presented for sale. No deductions, allowances, returns, credits, or reimbursements will be allowed for any equipment damaged. No lot is sold with any warranty, guaranty or representation whatsoever of condition, authenticity, provenance or fitness for use.

11) RESPONSIBILITY OF NON- DELIVERY BY THIRD PARTY CARRIER--INSURANCE: Auctioneer shall not be responsible to any party for non-delivery by a contracted carrier. All Purchasers are responsible for setting the level of insurance for their lots won. In the absence of any purchaser establishing the level of insurance the Auctioneer shall establish the level of insurance at the total of the invoice.

12) DEFAULT OF PAYMENT: Should purchaser default on payment for any reason or fail to pay bill(s) in full by FEBRUARY 6, 2020 the Auctioneer shall be entitled to, and in addition to any and all other remedies under applicable law, retain all monies received as deposit, partial payment or otherwise as liquidated damages. Any Merchandise not paid for within the fixed time above may be resold at a future sale whether public or private sale without further notice. All expenses, balances due, charges of resale, including reasonable attorneys' fees and expenses incurred by the Auctioneer will be charges to and be the responsibility of the Bidder.

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.