

**TERMS OF SALE –Live Onsite & Online Auction –Denmar Pump
Auction Bidding Terms Of Sale**

**NO PERSONAL CHECKS--ALL ITEMS SOLD 'AS IS' "WHERE IS"
BUYER RESPONSIBLE FOR REMOVAL**

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. 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 viewing, inspecting, whether or not you intend to bid or purchase any personal property, inventory, equipment, lot or item (collectively the "Equipment") 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. "Equipment" means any lot, merchandise, product, or any item, machine, lot, part, group of parts, or products offered for bid or for sale. "Purchaser" or "purchaser" means any bidder, registered person, registered business entity or registered business entity.

NOTE: *Photographs and descriptions are provided solely for the Purchasers convenience and shall not be construed to create representation or warranties of any kind pertaining to the Equipment. Purchaser waives any and all claims against Auctioneer and/or Seller relating to photographs or descriptions of such Equipment whether or not the Purchaser has inspected the equipment.*

1) **IDENTIFICATION OF BIDDER:** All Purchasers are required to give full name and address and shall electronically sign the within terms of sale. By registering to bid you acknowledge and agree to be bound by the terms of sale.

2) **DEPOSIT:** To qualify to bid onsite each bidder must present a \$100.00 deposit. **ONLINE BIDDERS must present a valid credit card (VIISA/MASTERCARD) and shall be qualified by the auctioneer.**

3) **TIME OF PAYMENT AND SETTLEMENT, PURCHASERS PREMIUM:** All bills and/or invoices due must be paid and received in full in US Dollars to Auctioneer by September 25, 2018 *at the auction site or by wire transfer.* All online bidders must settle all bills due by September 26, 2018. 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 or invoice. **METHOD OF PAYMENT:** Cash, Known Business Check with proper ID, Cashier's Check, Visa/Mastercard with completed Credit Card Authorization form only, - payment by Credit Card will be subject to an additional 4% administrative surcharge, **PERSONAL CHECKS NOT ACCEPTED. ALL SALES FINAL REGARDLESS OF MANNER OR METHOD OF PAYMENT.** **BUYER'S PREMIUM:** A Fifteen percent (15%) Buyer's Premium will be charged and shall apply to all lots sold. An additional three percent (3%) Buyers Premium shall apply to online sales. **SALES TAX: All items are subject to 6.25% Massachusetts Sales Tax unless a copy of your resale certificate or a blanket exemption is received prior to invoicing. Failure to complete your transaction will result in court charges and penalties for collection.**

4) **METHOD OF PAYMENT:** All checks, deposits, balances due shall be made payable to the order of Salvadore Auctions & Appraisals, Inc. All bills and invoices must be paid to an authorized representative of the Auctioneer. The full purchase price, including Purchaser's Premium, appropriate Sales and/or Use Taxes on all lots sold must be paid at the conclusion of the auction (September 25, 2018). All online sales must be paid no later than September 26, 2018 unless other arrangement are made with the Auctioneer **IN WRITING.** All payments must be made via cash, bank check, certified check and/or wire transfer. Conclusion of the auction is defined as the closing of the last lot of the auction. **Failure to complete your transaction may result in court action.**

5) **NO CREATION OF BAILMENT:** The relationship between the Auctioneer, Salvadore Auctions & Appraisals, Inc and the Purchaser is not bailment. . Auctioneer has not taken possession of Equipment being offered at auction and is acting as an agent of the Seller.

6) **CONDITION/REPRESENTATION OF EQUIPMENT SOLD: All Equipment 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 Equipment provided to Purchaser regarding the Equipment 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 Equipment. Purchaser waives any and all claims against Auctioneer and/or Seller relating to photographs or descriptions of such Equipment whether the Purchaser has inspected the equipment or not.** Purchaser acknowledges that it has been provided the full opportunity to physically inspect all Equipment prior to tendering its bid and agrees that, to the extent that Purchaser elects not to physically inspect the Equipment, that Purchaser hereby expressly waives any right it may have, if any, to seek any recourse for any claim that such inspection would have revealed. Descriptions are believed to be correct, however there are no guarantees and Auctioneer will not be held responsible for advertising discrepancies, inaccuracies or failure of the Equipment to correspond with any standard expected. **No Equipment 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 Seller or Auctioneer. The description, measurements, dimensions, serial and Equipment numbers, year, model, quantities and weights set out in the auction brochures, catalogues 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, measurements, serial and Equipment numbers, year, models, quantities or weights or other particulars or the genuineness or authenticity of any lot of Equipment and Auctioneer will be not 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 Equipment 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 Equipment and make no warranty or representation of any kind whatsoever either expressed or implied in connection with any Equipment being sold or presented for sale. No deductions, allowances, returns, credits, or reimbursements will be allowed for any equipment damaged.

7) **INDEMNIFICATION:** The Bidder agrees to hold the Auctioneer, Salvadore Auctions & Appraisals, Inc., and 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 Equipment purchased, or from the failure of the purchaser or user to conform to or follow instructions, warnings, operating or other recommendations of the manufacturer, 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.

8) **REMOVAL & SECURITY OF LOTS PURCHASED: THE SECURITY OF ANY LOT WON LIES WITH THE PURCHASER AND BEGINS AT THE CONCLUSION OF THE AUCTION. ALL PURCHASERS MUST HAVE APPOINTMENT TO REMOVE ANY LOT** All purchases must be removed by October 3, 2018. **unless alternative time frame has been agreed to in writing by the Auctioneer.** Removal shall be at the sole expense, risk, liability and responsibility of the purchaser. Preparation for shipping and/or removal is the sole and absolute responsibility of the Purchaser. Purchaser assumes all liability and responsibility for removal of any fluids, hazardous substances within or attached to the equipment purchased. Auctioneer shall not be responsible under any circumstances for any Equipment not removed within the time allowed. Auctioneer shall not be responsible for loss resulting from storage on or at auction site after conclusion of sale. *Failure to remove any Equipment purchased by October 3, 2018 shall be deemed to be abandonment of such Equipment.* Seller or Auctioneer shall be entitled to dispose of such Equipment for its own account and in any manner it chooses, unless otherwise agreed to in a writing signed *by the Seller* and the Purchaser. All Equipment left on the premises after the close of the auction are left at the sole risk of loss by the Purchaser. Auctioneer will have supervision of the Equipment during normal business hours only and only when the auctioneer has access to the warehouse. Auctioneer will cease to have access to the Equipment after October 3, 2018 and shall have supervision of the premises during normal business hours of 8:30 a.m to 4:30 p.m. only. **Risk of loss to the Bidder begins at the conclusion of the auction. NO PURCHASER SHALL REMOVE ANY LOT WITHOUT A PAID INVOICE AND ESCORT BY AUCTION PERSONELL. ALL PURCHASERS MUST INFORM AUCTIONEER OF REMOVAL DATE PRIOR TO REMOVAL OF ANY LOT**

9) **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 or the Seller in regard to the inventory count of any item.

10) **RESPONSIBILITY OF NON- DELIVERY:** Auctioneer shall not be responsible to any party for non-delivery.

11) **RISK ASSUMED BY PERSONS, BIDDERS AND PURCHASERS:** All persons whether purchasers, attendees, or interested parties attending the inspection or removal of the lots assume all risks of damage or loss to person and property and release the Auctioneer, Salvadore Auctions & Appraisals, Inc. from any and all liability. The Auctioneer shall not be liable for any defect in or condition of the premises upon which the auction, inspection or move out is held. All persons attending this sale do so at their own risk and hereby release the Auctioneer from any and all claims arising from attendance at this auction and hereby hold harmless the Auctioneer Salvadore Auctions & Appraisals, Inc. from all damages, costs, expenses and claims arising from any action or cause of action arising from this sale.

12) **ADDITION TO/WITHDRAWAL FROM SALE, METHOD OF SALE:** 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 the Seller is served. The Auctioneer reserves the right to accept or reject, for any reason, any and all bids.

13) **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.

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

15) **DEFAULT OF PAYMENT:** Should any purchaser default on payment for any reason or fail to pay bills in full by the date set down, and/or by failure to remove the Equipment by October 3,2018 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 Equipment not removed 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. ***Failure to complete your transaction may result in court action.***

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

Bidder

Date

Company Name