

## **AUCTION TERMS & CONDITIONS**

-Your Bid is a Contract to Buy-

Sells Tuesday, June 23, 2020 @ 12:00 Noon ET

Social Distancing Enforced Inspection: 10:00 am to 12:00 Noon

### **Masks & Gloves Required for Inspection Entry & Removal**

1. Thank You For Participating In This Live On-Site & Webcast Auction.
2. In order to participate in this auction all on line bidders must first register at [www.bidspotter.com](http://www.bidspotter.com) and be approved by the auction company. On site bidders may register in person beginning 10:00 am the morning of the auction.
3. All items are offered "As-Is" and "Where-Is" with all faults. The auction company makes no guarantee or warranty express or implied as to the quality, condition, performance, description, or nomenclature of any item being sold, so buyer beware. All sales are final with no recourse through the auction company subsequent to the sale. It is for these reasons all bidders are encouraged to take the opportunity for inspection prior to bidding.
4. Payment Terms are Cash, cashier's checks, Venmo, wire transfer & pre-approved business checks will be accepted and all checks must be made payable to "Caspert Management Co., Inc." Credit cards may be used for on-line purchases only. There will be an additional 3% surcharge for using a credit card.
5. All Open Invoices must be paid in full no later than Thursday, June 25, 2020 by 12:00 noon. Please, no exceptions.
6. Social Distancing Enforced Removal will take place as follows: Wednesday & Thursday, June 24 & 25 from 9:00 am to 4:00 pm each day. Please contact the Auction Company subsequent to sale to reserve a specific removal time. Masks & Gloves required for entry.\*
7. All successful bidders and/or their agents must sign a Waiver & Release prior to any removal.
8. All items must be removed by the successful bidder at their own cost and expense as enumerated in Paragraphs 7 & 8 above. (There are no material handling equipment or labor available at the auction site - all successful bidders must supply their own.) After the above referenced time frame, the auction company will no longer be responsible. Please be forewarned that in the case of a default, the auction company reserves the right to resell any and all unclaimed items and the defaulting bidder will not only forfeit his deposit but bear the responsibility of any shortfall in case of resale, and also all costs and expenses associated with the default as well as all auctioneer's fees and commissions.
9. An eighteen percent (18%) buyer's premium is in effect for all successful bidders at this auction.
10. The auctioneer is the final judge in case of a dispute. Any announcement made by the auctioneer at the time of the auction will take precedence over any previously printed materials, including the ability to reject any and all unreasonable bids, entertain a bulk bid, mini bulk bid, and or alter bidding increments at any time.
11. Federal, State and local taxes, if applicable, will be the responsibility of the purchaser and collected by the auction company at time of payment. Any purchaser who claims a tax exemption must provide acceptable proof. Sales tax on vehicles will be collected by the appropriate Department of Motor Vehicles upon registration.
12. All bidders must be at least 21 years of age. The auctioneer reserves the right to deny registration to the auction to any person the auctioneer deems to be non-compliant with the terms and conditions for the auction, or a person who does not qualify to bid.

13. Any instance of theft or vandalism will be prosecuted to the full extent of the law. Video cameras may be present at this auction site.

14. This catalog is meant merely as a guide. The auction company does not warrant the accuracy, genuineness, or authenticity of any of the items specified herein and, in addition, reserves the right to add, alter, or remove any item(s) to or from the auction at any time.

\*Please Note: The Auction Company does not pack, ship, store crate or rig items. Buyers may either pick up their items at the designated auction site personally or can arrange for a third-party logistics firm to manage the removal process for them. If someone other than the registered buyer at the sale is designated to pick up those purchased assets, the buyer must contract with an independent logistics firm or other representative who will dismantle, crate, pack, load and/or ship your purchased items; coordinate the removal of those purchased items to meet the time deadlines indicated of this auction and authorize the auction company to release items to a third-party contractor for shipping, crating or packing purposes. Since the auction company does not ship the items, we do not obtain/prepare any export licenses/documents. Further, the auction company is not affiliated with any machinery rigging, transport or export company.