



**Please make sure you have read the terms of this auction before bidding.**

**Location:** 31 Industrial Avenue, Mahwah, New Jersey 07430

**Bidding Starts:** Monday, March 8, 2021 at 10:00:00 am ET

**Bidding Ends:** Wednesday, March 17, 2021 between 1:00:00 pm and \_\_\_\_:00 pm ET  
See individual items for exact closing times.

**Extended Bidding:** Each item in this auction is subject to a Soft Close, meaning any bid arriving within the last 1 minute of the item's closing time, extends the time that item is open by 5 minutes.

**Auction Preview:** Tuesday, March 16, 2021 from 10:00 am to 3:00 pm ET

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**Payment:** Invoices will be available in the winning bidder's account within 4 hours of the conclusion of the auction (i.e. last lot sold). We offer multiple ways to pay for your purchase (Prior to Removal):

- 1) Cash
- 2) Company Checks are only accepted in amounts less than \$1,000 unless Pre-Approved Prior to Bidding.
- 3) Certified or cashier's checks
- 4) Credit Cards (MasterCard or Visa). There will be a three percent (3%) convenience fee added for payments by credit cards. Credit card payments may not exceed \$10,000 per sale.
- 5) Wire transfers (a \$15 service fee will apply to wire transfers below \$5,000). Please email [mitchell@caspert.com](mailto:mitchell@caspert.com) for wire transfer instructions. Wire transfers can take up to 24 hours to complete so please arrange before the scheduled pick-up date.

All remaining unpaid invoices after the pick-up date will be charged to the bidder's credit card on file the following business day.

**Pick Up:** Thursday, March 18, 2021, Friday, March 19, 2021, Monday, March 22. Each Day from 9:00 am ET to 4:00 pm ET

**Pick Up Location:** 31 Industrial Avenue, Mahwah, New Jersey 07430

**Removal:** The buyer will be responsible for bringing help and equipment to load any item they have purchased. Bidders are responsible for rigging, loading, and moving all items purchased without assistance from Caspert Management Co., Inc.. Boxes / containers / packaging supplies are the responsibility of the Bidder. Any items not removed by the conclusion of the scheduled pick-up will be considered abandoned property. Caspert Management Co., Inc. reserves the right to resell the items and retain all sales proceeds as payment for accumulated, unpaid storage and handling.

**Shipping:** Shipping for this auction will not be provided by Caspert Management Co., Inc... Caspert Management Co., Inc.. will gladly recommend / facilitate shipping with third party moving/shipping companies. A \$10 handling fee and actual shipping costs will be charged to the Buyer's invoice.

**Buyer's Premium:** There is a 18% Buyer's Premium in effect for this auction.

**Convenience Fee:** There will be a three percent (3%) convenience fee added to invoices paid with a credit/debit card.

**Sales Tax:** Sales Tax (6.625%) will be collected unless noted on each lot that is applicable.

**No Reserves:** Each lot will sell to the highest bidder without reserve.

**No Buybacks:** All sellers are contractually prohibited from bidding on lots they have consigned to the auction.

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**Auction Agreement:** By participating in this auction the bidder agrees to the following terms and conditions:

**Disclaimer:** All lots sell as is, where is, with all faults. Caspert Management Co., Inc. and the seller do not give or make any type of guarantee or warranty regarding the lots to be sold, implied or otherwise. Caspert Management Co., Inc. encourages all bidders to inspect lots in person before bidding. Caspert Management Co., Inc. is not responsible for incorrect listing information, if any. Caspert Management Co., Inc. has attempted to provide accurate descriptions of all items, however, it is the bidder's responsibility to determine the condition and suitability of each lot. Printed statements or descriptions by Caspert Management Co., Inc. staff are provided in good faith and are matters of opinion.

**No Returns:** All sales are final. There are no returns, refunds, or exchanges

**Vehicle Titles:** Titles will be mailed to buyer ten (10) days after payment. Titles in possession of a bank or credit union may take up to three (3) weeks to receive, regardless of \_\_\_\_\_ form \_\_\_\_\_ of \_\_\_\_\_ payment.

**Risk of Loss:** Merchandise becomes the full responsibility of the bidder at time of payment and the bidder assumes all risk of loss and damage to property at that time. Caspert Management Co., Inc. reserves the right to resell any property not paid for in full by the conclusion of the stated pickup period. In any such event, the bidder will still be responsible for payment for the original purchase and the costs of collection of this payment and/or damages resulting from the resale of the property.

**Auction Ending - Personal Property:** Beginning at the stated closing time, the auction software will conclude bidding for the auction lots with the following exception: if a bid is placed in the last five (5) minutes remaining for any of the auction lots, bidding for that lot will remain open for an additional five (5) minutes. Example: *Auction ending time is 10:00 AM. A bid is made at 9:59 AM. The bidding is then extended to 10:04 AM.*

**Outbid Notification:** Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid.

**Debt Collection and Interest Charges:** The bidder agrees to pay all reasonable attorney fees and other costs incurred by Caspert Management Co., Inc. in its efforts to collect unpaid funds from the bidder. The bidder agrees that a fee of 2% of the outstanding balance per month be added to any unpaid balance due Caspert Management Co., Inc. Any debt collection or dispute proceedings will be heard in the State of New Jersey.

**Guaranty Agreement:** By submitting a bid in the name of a business entity or corporation, the individual submitting the bid enters into a guaranty agreement whereby he or she personally guarantees payment to Caspert Management Co., Inc. of any bid amount not paid when due by the business entity or corporation, for any reason, together with all collection expenses incurred to enforce collection, including a reasonable attorney's fee.

**Limitation of Liability:** If, for any reason, Caspert Management Co., Inc. is unable to make available or deliver any Purchase, or portion thereof, or documentation required in respect of any Purchase, the sole liability of Caspert Management Co., Inc. if any, shall be the return of monies paid in respect of such Purchase upon its return by Purchaser.

**Age Requirement:** All bidders must be 18 years of age or older.

**Bidder Information and Security:** All registration information the bidder provides to Caspert Management Co., Inc. shall be current, complete, and accurate. All bidders are responsible for any bids placed under their bidding numbers and passwords. The security of bidder information is the responsibility of the bidder.

**Online Auction Bidding Software Disclaimer:** This is an "As-Is" Site. You accept that you use the Site to your own risk and without any guarantees or promises from Caspert Management Co., Inc. or its Sellers. This includes the functionality and operation of the Site. Caspert Management Co., Inc. does not guarantee that the Site will be operational 100% of the time. Caspert Management Co., Inc. does not guarantee that you will always be able to access the auctions listed on the Site. The Site is usually available 24 hours a day, 7 days a week. Therefore:

Caspert Management Co., Inc. shall not be liable for any damages arising from any interruption, suspension, or termination of the Site.

Caspert Management Co., Inc., in its sole discretion, may:

- Terminate or suspend access to any bidder for any reason.
- Terminate or suspend any bidder's registration to bid and bidder account. Bidders guarantee that the information they supply to Caspert Management Co., Inc. is accurate. Users agree to indemnify and hold Caspert Management Co., Inc. harmless from any lawsuit based on users' negligence or activities.

- Suspend bidding on any individual lot and/or all lots in any auction at any time.
- Extend the bidding ending date & time for any individual lot and/or all lots in any auction at any time.

Information contained herein believed to be correct but not guaranteed. Announcements made on the day of auction or published / distributed on the Internet prior to the stated online auction ending time take precedence over previously published material and oral statements.

**Seller:** Landlord

**Buyer's Name:**

**Buyers Signature:**

**Buyers Paddle #**