

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

- 1.\*\*LEGALLY BINDING:** By Registering to bid onsite &/or bidding online &/or signing this document, you are entering into a *legally binding Contract*. These Bidder Terms and Conditions apply to Auctions conducted by SAM WILLIAMSON, AUCTIONEER ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Bidder. These bidder terms and conditions also form the basis for the contract of sale between the Seller and the Buyer.
- 2.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, Debit 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 Sam Williamson, Auctioneer, in the amount of \$\_\_\_\_\_."*  
 Auctioneer may require that the payment of large amounts be made by certified funds or wire transfer. In default of payment the Auctioneer in addition to all other remedies allowed by law, will retain any monies received & resell the property at public sale without further notice. Any deficiency, including expenses of resale, will be charged to the defaulting Bidder.
- 3.CREDIT CARD CHARGEBACK WAIVER:** By accepting the Terms of the Auction Company, the Bidder/Purchaser (YOU) 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 including written, posted, & announced during Auction. Buyer agrees that such you will not, under any circumstances, initiate a credit card chargeback with respect to any purchases at the Auction you further agree that if, in violation of these Terms and Conditions, a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of your agreement not to initiate a credit card chargeback; and you acknowledge and agree that on the presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, you initiate a credit card chargeback, even if successful, you will remain liable for all purchases made at the Auction, and you will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or any Seller(s) in challenging the credit card chargeback and in collecting payment. Your agreement not to initiate a credit card chargeback is a condition to your Registration as a Bidder, and for the privilege of bidding at the Auction, and is being made as an inducement for Auctioneer to accept your Registration and to permit you to bid at the Auction. Auctioneer is relying on your agreement not to initiate a credit card chargeback in accepting Your Bidder Registration and in permitting you to bid at the Auction.
- 4.WIRE TRANSFER FEES:** EACH Wire Transfer will incur \$25 fee which will be added to Buyer's Invoice. Multiple Wire Transfers will incur multiple fees.
- 5.RETURNED PAYMENTS:** *Each instance* of a returned/unaccepted check or other form of payment not honored by Buyer's Financial Institution will incur a \$30 or 5% fee whichever is greater, in addition to Buyer's balance owed. Events outside Georgia will incur maximum fees allowed by law. In addition, any previously allowed payment discounts no longer apply, will be reversed & due from Buyer.
- 6.BUYER'S PREMIUMS:** A Buyer's Premium, or Buyer's fee, will be charged on all Lots. The Buyer's Premium, which will be paid by the Buyer to Auctioneer for its own account, will be calculated as a percentage of the Hammer Price for each Lot, and will be added to the Hammer Price to determine the final Contract Price. For **Onsite** Buyers, a 15% Buyer's Premium will apply, with a 3% discount for Cash or **honored approved** Check **with a Bank Letter of Guarantee**. For **Online** Buyers, an 18% Buyer's Premium will apply. These premiums will be added to every purchase to make up the sale total.
- 7.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 not approve registration, revoke any Bidder Card & eject any person at any time.
- 8.DEPOSITS:** **ONLINE** Registration requires a \$500 Pre-Authorized Deposit by Payment Card. If Bidder does not win any purchases, Pre-Authorization will be released within 48 hours of Auction closing. **ONSITE** Bidders paying cash must

- make a \$300 Cash Deposit at Registration, which is refundable at end of Auction if no purchases are made.
- 9.INSPECTION, DESCRIPTION & PHOTOS OF INVENTORY:** BOTH ONSITE & ONLINE Bidders & Buyers agree to physically inspect the property prior to Auction & to rely exclusively upon this inspection in order to bid or purchase at the Auction. By bidding, you acknowledge and agree that you have had a full and fair opportunity to inspect the Lot(s), and that you are relying solely on your inspection and investigation, or that you have waived inspection & investigation, and that you have not relied on any statement, representation, warranty, or guaranty made by any Seller or anyone acting as agent or representative of a Seller (including Auctioneer), and any photographs or other images of Lot(s) are adequate for your purposes. Hours, Model Numbers &/or Age of Items are NOT guaranteed. Every effort is made to accurately describe & photo each item, but information & photos are NOT guaranteed or warranted to be exact. If photos are not available for an item, we reserve the right to use substitute photos which will be noted in the description of said item. Auctioneer & Company are not responsible for any errors or omissions in the description or photos of merchandise.
  - 10.MEMORANDA OF SALE:** The record of sale kept by the Auctioneer or bookkeeper will be taken & accepted by the Bidder or Buyer as absolute and final in all disputes.
  - 11.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.
  - 12.ACCESSORIES:** All accessories will be separate (not included) from item(s) sold unless otherwise stated.
  - 13.TECHNOLOGY ISSUES/DISRUPTIONS:** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) errors in programming or set-up of the online Auction, (iii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iv) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, close, re-set, or re-start the Auction because of disruptions caused by technology failures or errors, even after bidding has commenced.
  - 14.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.
  - 15.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.
  - 16.PURCHASES LOADOUT:** Purchases cannot be removed until last Auction item is sold.
  - 17.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 by the Auctioneer or Seller without additional notice & 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 & Seller. All removal expenses and the repair of damages caused by removal are at the risk & expense of the Buyer and/or their agent unless otherwise stated on the Auction invoice.
  - 18.AUCTION SITE/BUYER RESPONSIBILITY:** Buyer acknowledges that the Auction site is a potentially dangerous place. ALL persons 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

## Terms & Conditions & Wellness Statement, continued:

conduct and the action and conduct of their agents and employees throughout the sale and checkout process.

- 19. 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.
- 20. 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.
- 21. VEHICLE TITLES:** Vehicles with 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 Financial Institution.
- 22. CONSIGNMENTS:** Auctioneer hereby gives notice to Bidders that some items being sold may be consigned by Third Parties.
- 23. ADDITIONAL:** **A) Announcements made by the Auctioneer prior to and throughout the Auction Event shall become a part of this Agreement & are binding & take precedence over any prior advertisements or listings.** 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 regarding 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 is sold with Reserve unless otherwise advertised. **E) Pay attention to quantities as we customarily sell "Times the Money".**

- 24. 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.
- 25. REGISTRANT INFORMATION & EMAIL:** Registrants grant Auctioneer permission to share registration information with affiliates.
- 26. SALES TAX:** Applicable sales tax will be collected from Buyer at checkout. Exemption on qualified purchases must have proper forms & Sales Tax Certificates.
- 27. LOADING/PACKING/SHIPPING:** Buyer is responsible for arranging their own shipping, including procurement & scheduling of trucking service, picking, packing, palletizing & loading of Items. Forklift with driver is provided as a courtesy service at no charge. Purchases must be picked up no later than 2pm ET, Friday, September 3, 2021.
- 28. ONLINE TERMS & CONDITIONS:** If offered/available, for Online bidding see Online Host for additional "Online" Terms & Conditions & Other Important Information & Requirements.
- 29. COMPANY AS AGENT:** Sam Williamson, Auctioneer (Company), Sam Williamson, are acting as Agents for the Seller exclusively. Company & Auctioneer are NOT your agent or representative, and are not acting on your behalf.
- 30. RESPONSIBILITY FOR ONLINE BIDS:** You are responsible for all bids transmitted from your computer or other electronic device or from your Bidder Account. If a Winning Bid is sent from your computer/devices or using your Bidder Account, you will be the Buyer on certification by Auctioneer.
- 31. SURVEILLANCE/RECORDING:** Attendees are hereby notified that Auction premises may be subject to Video &/or Audio recording. Attendees & Bidders acknowledge being notified & accept such surveillance &/or recording.
- 32. JURISDICTION:** These Terms & Conditions are subject to the Laws & Jurisdiction of the County of Athens-Clarke County, & the State of Georgia.

## ATTENDEE / BIDDER WELLNESS STATEMENTS

1. Attendee is well & does not have any symptoms of illness or sickness.
2. Attendee has not been sick or had any Covid-19 symptoms in the last fourteen (14) days.
3. Attendee has not been in the last fourteen (14) days exposed to anyone who has been sick or has had Covid-19.
4. Attendee acknowledges Guilford County, North Carolina mandates wearing of MASKS in public indoor spaces.

I hereby certify that I have read, understand, and agree to be bound by the above Terms & Conditions, as well as any announcements made throughout the Auction. I am declaring & confirming all four (4) above Attendee / Bidder Wellness Statements.

**WARNING** – Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

Georgia Code O.C.G.A. § 51-16-1 *et seq.*