

ONLINE AUCTION BIDDING TERMS
AUCTION DATE: DECEMBER 9, 2021 – DECEMBER 15, 2021

CONSTRUCTION EQUIPMENT, TRUCKS, TRAILERS & MORE!
ESTATE OF STEVEN J. PITIAK
ORDERED BY SUPERIOR COURT
JAMES GLUCK, ESQ., ADMINISTRATOR

1. The Auctioneers Group has put forth every effort in preparing the catalog for this auction to provide accurate descriptions of all items. All property is sold “as-is” and it is the buyer’s responsibility to determine the exact condition of each item. Printed statements or descriptions by staff are provided in good faith and are matters of opinion. All sales are FINAL and there are absolutely NO refunds.
2. If you are interested in participating in our online auctions you must register online. Please provide an accurate phone number and email address upon registering. After you request to bid, you will be sent a credit card authorization form to fill out and send back. Once the auction company receives the completed credit card authorization form an auction company employee will contact you to complete your registration approval. NJ bidders are required to post a \$500.00 authorized hold deposit, Out-of-State bidders are required to post a \$1,000.00 authorized hold deposit & International bidders are required to post a \$10,000.00 authorized hold deposit. **(PLEASE NOTE: AN ADDITIONAL HOLD DEPOSIT MAY BE REQUIRED WHEN A PURCHASER’S BIDS EXCEED \$5,000.00. THE DEPOSIT IS AN AUTHORIZED HOLD ONLY. YOUR CREDIT CARD WILL NOT BE CHARGED AT THIS TIME. IF YOU ARE NOT A WINNING BIDDER, THE MONEY WILL BE RELEASED FROM THE HOLD WITHIN APPROXIMATELY 24 HOURS OF THE CLOSE OF SALE).**
3. Please allow up to 24 hours for approval/authorization to be complete. All persons requesting to bid **MUST** complete the registration process one hour prior to the close of auction (Wednesday, December 15, 2021 by 12 Noon, EST). Bid requests that are received after this time may not be approved.
4. In order to better serve our customers, all bidders must provide their name, address, daytime phone number, and email address where they can be contacted in order to assure good contact between The Auctioneers Group and the bidder throughout any transactions.
5. By registering to bid, all persons acknowledge to have full knowledge of these “Terms and Conditions of Sale” and agree to be bound thereby.
6. Bidding will open on Thursday, December 9, 2021 at 9:00 AM and lots will start closing on Wednesday, December 15, 2021 at 1:00 PM. Two lots will close every 1-minute beginning with Lot Number 1.
7. Bid Extension: The closing of a lot is automatically extended 3 minutes whenever a bid is placed during the last 3 minutes of the items closing time.
8. On-site Previews will be held on Thursday, December 9, 2021 from 10:00 AM to 3:00 PM, Saturday, December 11, 2021 from 9:00 AM to 12:00 PM and Tuesday, December 14, 2021 from 10:00 AM to 3:00 PM. All previews will be held at the Construction Yard located at the corner of Lanes Pond Road & Lakewood-Farmingdale Road (Near Train Tracks) in Howell, NJ 07331. Look for Auction Signs. Prevailing Covid precautions will apply. Catalogs available on-site.

9. BUYER'S PREMIUM: There is a 18% Buyer's Premium added to the final bid price.
10. SALES TAX: It is our opinion that this sale is not subject to 6.625% NJ State Sales Tax. However, if deemed taxable in the future, the buyer will be responsible to pay NJ State Sales Tax when invoiced.
11. PAYMENT: Cash, wire transfers and bank checks are the preferred methods of payments. Credit cards will also be accepted (there is a 3% fee for using credit cards). You will be emailed an invoice that will include wire transfer instructions to complete payment. If wire transfers or other forms of payment are not received by 4PM EST Friday, December 17, 2021, credit cards used for the credit card authorization forms provided for registration approval may be charged the full amount of the purchase, if necessary.
12. **REMOVAL/PICK-UP: PURCHASERS MUST REMOVE THE MERCHANDISE FROM THE PREMISES AT THEIR OWN RISK & LIABILITY. The Auctioneers Group DOES NOT provide any shipping.** Merchandise is located at and must be picked up on premises at the Construction Yard located at the corner of Lanes Pond Road & Lakewood-Farmingdale Road (Near Train Tracks) in Howell, NJ 07331. Look for Auction Signs All purchases are made at the purchaser's risk and the auctioneer is not responsible if all or any part is lost, stolen, damaged or destroyed from any cause. Items that are paid for in full but missing at the time of removal/pick-up may be remedied by either item substitution, if available, or a refund for the missing items. Auctioneer shall not be liable for non-delivery to the purchaser of any lots. **Shipping arrangements and cost are the BUYER'S SOLE RESPONSIBILITY.** Removal and rigging are to be at the purchaser's own expense, risk, and liability. All rigging and delivery arrangements are strictly the responsibility of the purchaser and rigging company. The Auctioneers Group takes no responsibility for these arrangements whatsoever. **PURCHASERS MUST SUPPLY THEIR OWN LABOR, EQUIPMENT & MATERIALS. THE AUCTION COMPANY IS UNABLE TO PROVIDE ANY ONSITE.**
13. **REMOVAL PICK UP DATES & TIMES:** Purchasers must schedule removal of items with The Auctioneers Group. Removal days and times will be Thursday, December 16th & Friday, December 17th from 9:00 AM to 3:00 PM, please call auction company to schedule pick-up. All items must be picked up by 3:00PM Friday, December 17, 2021, unless other arrangements have been made. Any items not picked up in the time allotted will be subject to storage fees, if necessary.
14. In the event of a billing error the buyer is obligated to pay any deficiency upon presentation of a corrected bill.
15. Auctioneer reserves the right to resolve any dispute regarding bids or bidders. The auction company reserves the right to refuse any bid or bidder, the auction company is not obligated to approve all bidder registration requests.
16. Record of the sale is being kept by the auctioneer & bookkeeper and will be taken as final in the event of any dispute.
17. **THIS LISTING IS ONLY A GUIDE AND ACCURACY IS NOT GUARANTEED. EVERY ITEM WILL SELL "AS IS" "WHERE IS". PLEASE INSPECT INVENTORY & EQUIPMENT PRIOR TO BIDDING. ALL SALES ARE FINAL.** No sale shall be invalidated by reason of any defect or inaccuracy in any of the lots by reason of their being incorrectly described in this listing or elsewhere and no liability shall be borne by the Auctioneers in respect of any such fault or errors. These listings have been prepared only as a guide based on information from sources generally believed to be reliable and from the Consignor, but the accuracy thereof cannot be guaranteed or warranted by the Auctioneers. Bidder acknowledges that it is their responsibility to inspect all equipment and to make his own inquires. There shall be no guarantees or warranties, expressed or implied, statutory or otherwise, of any nature whatsoever. Each and every lot will be sold "as is" "where is". Specifically, but not to

restrict the generality of the foregoing, the Auctioneers make no representation or warranty on any of the lots which are the subject of the auction.

18. **USE OF SITE:** The inventory will be offered with online interactive bidding on The Auctioneers Group website, powered by Nextlot. The Auctioneers Group and Nextlot cannot and will not be held responsible for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continuous, uninterrupted service or use of the site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneers Group, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction.
19. **PURCHASER COMPLIANCE:** If the purchaser fails to comply with any of the stated and printed “Terms and Conditions of Sale” included but not limited to full payment, method of payment and removal of purchased goods, the auctioneer at his option may declare the purchaser in default without notice and retain all monies paid as liquidated damages and pursue legal remedies available for enforcement of purchaser’s performance or to recover losses caused by purchaser’s default. These losses may include, but are not limited to, restocking, moving, storage and any and all expenses related to the reselling of the goods and any losses on any subsequent sale.
20. As a winning bidder for items in the December 15, 2021, auction conducted by The Auctioneers Group, purchaser agrees to be bound by all of the auction terms regarding payment and removal of purchased items. Purchaser has accepted these terms and conditions upon registration for bidding. Purchaser acknowledges that removal of purchased items is their sole responsibility. All purchases are made at the purchaser’s risk and the auctioneer is not responsible if all or any part is lost, stolen, damaged or destroyed from any cause. Items that are paid for in full but missing at the time of removal/pick-up may be remedied by either item substitution, if available, or a refund for the missing items. Auctioneer shall not be liable for non-delivery to the purchaser of any lots. Purchaser enters the property at their own risk and liability and holds the Auction Co. harmless for any damage to goods during removal. Purchaser also holds the Auction Co. harmless and free of any liability whatsoever for any injury or claims of any kind by any person that may arise during the of the previews and/or removal of any item or while on the premises of the Construction Yard located at the corner of Lanes Pond Road & Lakewood-Farmingdale Road in Howell, NJ 07331.

SALE MANAGED & CONDUCTED BY

**THE AUCTIONEERS GROUP
(609) 693-6899 / (732) 776-7222**