

Terms of Sale

1. The sale is for cash or reasonable facsimile thereof, personal checks will not be considered a reasonable facsimile. A *\$100 deposit in the form of cash, cashiers check, money order, travelers check (payable to CWS Marketing Group) or credit card authorization will be required to receive a bidder's number. Balance of purchase price must be paid for in full by the close of business on sale day in the form of cash, cashiers check or credit card. Personal and/or business checks are not acceptable forms of payment.

2. All items are offered "AS-IS, WHERE IS" in units of measure as announced at the time of sale. No claim will be considered for allowance, adjustment or rescission of any sale based upon the failure of the property to correspond to any particular standards or exceptions of the buyer. Auctioneer may state the year of manufacture of certain equipment, however, it is the responsibility of the buyer to ascertain, by his own means, the correctness of year and model and equipment/ options/ accessories prior to bidding. The auctioneer reserves the right to group, modify, increase, diminish or delete lots at his sole and absolute discretion. No agent, employee or representative of Auctioneer or seller has any authority to bind seller to any affirmation, representation, or warranty concerning any equipment, vehicles or other goods sold to any direct or indirect purchaser.

Important Notice to Buyer: The vehicles and/or associated equipment, parts, materials, or tools are sold AS-IS, WHERE-IS and with all faults. Seller and auctioneer make no warranties, expressed or implied as to the equipment, parts, materials, or tools. THERE IS NO WARRANTY ON MERCHANDISE. Buyer agrees to indemnify and hold harmless the seller from any and all damages, injuries, and/or course of action, which may involve any equipment, and/or other associated equipment, parts, tools, or other goods.

3. The Auctioneer may refuse to accept or acknowledge any bid which is merely a fractional advance over the preceding bid and in the event of a tie bid; the Auctioneer may re-open the bidding to determine the higher bidder. A *\$100 deposit in the form of cash, cashiers check, money order or pre-authorized credit card is required to receive a bidder number. In the event the purchaser fails to pay the full purchase price for any lot within the prescribed time, or fails to comply with any other terms of the sale, the Auctioneer shall retain a possessory lien on all lots of the purchaser and any and all of the purchasers merchandise in the possession of the Auctioneer. Purchaser shall pay all deficiencies resulting from such resale, together with all charges, fees, commissions, and expenses in connection with such resale. The auction deposit shall be retained by the Auctioneer for application against any such deficiency, expense, or charge as liquidated damages. No refunds or adjustments.

4. Upon the award of bid, title (subject to the Auctioneers possessory lien) and all risks of loss, damage to or of the purchased item passes to the purchaser and Auctioneer and/or seller shall have no liability whatsoever for any damage of any such lots.

5. No lots shall be removed until the conclusion of the auction, although invoices are available for payment at any time. All lots must be removed by the close of business on sale day. If for any reason the purchaser fails to remove any lots within 2 days, the lot shall be deemed abandoned, and the Auctioneer may re-sell per paragraph 3 above, or remove from the auction site, and/or store the said lots at purchaser sole risk and expense. In addition, purchaser shall be liable for any rent incurred or damages suffered by auctioneer because of purchaser's failure to timely remove any lot. Prior to the commencement of dismantling, rigging, or cutting or any operation affecting building or land, purchaser shall furnish certificates satisfactory to Auctioneer, holding Auctioneer and/or seller harmless from any claims concerning damage or injury to persons or property arising out of any such acts. All equipment used in connection with removal, shall itself be removed with the purchased lots.

6. Sales tax will be added to the purchase price of all taxable items. Dealers who purchase for resale must pay said sales tax or provide a resale certificate to the auctioneer in the name of the bidder. Purchase must also comply with all local laws and all ordinances regarding sale of property at auction.

7. If for any reason the Auctioneer fails to deliver an awarded lot, the Auctioneer's sole liability shall be the return of any deposit or monies paid on such non-delivered lots.

8. Auctioneer and/or seller does not accept responsibility for the failure of any equipment said to meet the safety standards on classifications of equipment by the Department of Labor, Safety and health regulations, CAL-OSHA, Federal OSHA, or environmental protection agencies. It is the express responsibility of the buyer to determine what safety equipment must be in service on any machinery purchased and to comply with those regulatory requirements prior to using any equipment, or machinery purchased.

9. In the event Auctioneer and/or seller are required to employ an attorney to enforce any term of this agreement, purchaser agrees to pay any reasonable attorney fees.

10. Auction Company does not in any way guarantee the odometer reading on any motor vehicle to be actual, true or correct. Buyer accepts responsibility and liability for the purchase(s), from the call of the final sale by the Auctioneer announcing the sale price and the bidder's number. Buyer is responsible for any individual using the buyer's bidder card. In the event the card is lost, the buyer must immediately notify the auction management.

11. See Special Terms of Sale for additional Terms & Conditions.

(*An additional deposit may be required to bid on certain items, or upon award of bid, at the auctioneer's discretion.)

I have read, understand and agree to the terms of this Bidder's Agreement

Date: _____ Signature: _____