

### Terms and Conditions:

**NOTICE: All bidders and other persons attending this sale agree that they have read and have full knowledge of these terms and agree to be bound thereby.**

Currency: (USD). This auction will be conducted in United States currency (USD)

Buyer's Premium: 18%

Staggered Closing Times: Lots Have 1-Minute Staggered Closing Times.

Auto Extend Bidding: If a bid is submitted with less than 5-minutes remaining, the closing time for that lot will be extended by 5-minutes.

Winternitz Industrial Auctioneers, at their sole discretion, reserves the right to deny bidding privileges to any customer. For information on bidder Approval or to provide a registration deposit contact Brian Clettenberg at: email: [brianc@winternitz.com](mailto:brianc@winternitz.com) or Phone: 847-729-3380.

Legally Binding Contract: All bids constitute a legally binding contract and bidders will be legally obligated to make payment and remove items in accordance with the terms and conditions of the sale.

SELLER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS. A 18% Buyer's Premium applies to all sales. All Bills must be completed on Day of Sale. All Items Subject to prior sale or transfer. Deposits: **A \$250 Pre-Authorization "Hold" is required for all registrations!** Any registrants that did not purchase any items included in the auction, to which a Pre-Authorization Hold was applied, shall have the Hold released in approx. 48-Hours after the conclusion of the auction sale.

Removal shall begin Wednesday January 26, 2022 at 9:00 am CST. **YOU MUST Schedule an Appointment with the Auctioneer PRIOR to Showing Up at the Plant. Info to be Included with Invoices.**

**All items must be removed by Friday, February 11, 2022. Any items not removed by this date will be considered abandoned and bidder will forfeit all right to any items not removed, including all deposit or payment monies.**

Removal Costs: Buyers are fully responsible for all cost to remove their purchases. Please get removal quotes prior to bidding and bid accordingly.

All Buyers hiring a third-party Machinery Mover or using their own "Equipment Handlers", in any form or manner, utilizing mechanized or powered material handling equipment to include fork lifts, **MUST prior to entering the facility and prior to removing their purchases, Submit a Valid Certificate of Insurance** with General Liability, Automobile Liability, Worker's Compensation Coverages, each with limits no less than \$1,000,000. Machinery movers or "Equipment Handlers" will Not be able to perform any such work until that Certificate of Insurance is received. All Certificates of Insurance Must list the Auctioneer, Seller and Landlord (if applicable), including addresses, as "Additionally Insured."

### **Covid-19 Rules & Restrictions WILL APPLY**

Removal Must Be Completed by Close of Business, Friday February 11<sup>th</sup>, 2022

No Weekend or Holiday Removal, Unless Prior Arrangements Are Made.

1. All Invoices will be emailed after the conclusion of the auction sale. A Buyer's Premium of Eighteen Percent (18%) will be applied to each item, in addition to the sales price.

Payment Due In Full: Thursday, January 27, 2022

NO PAYMENTS ACCEPTED AT THE SALE SITE.

Wire Transfers are preferred method of payment. Credit Cards Accepted. Company Checks, Wire Transfers or Cashier's Checks payable to Winternitz Industrial Auctioneers & Appraisers will be accepted. No equipment will be removed from the sale site until payment is received by Winternitz Industrial Auctioneers & Appraisers. NO EXCEPTIONS!

Credit Card payments will be accepted at this auction, only for amounts up to \$10,000.00, unless approved with a higher credit limit. Invoices must be paid in full within 48-Hours after the conclusion of the Auction, and, before removal of any of the goods. ANY UNPAID BUYERS PURCHASES MAY BE DEEMED UNSOLD, OR ABANDONED, AND RE-SOLD AT THE AUCTIONEERS DISCRETION. Any/All deposits made by the buyer, in which they did not complete their purchases, will be retained by the auctioneer as liquidated damages.

**ALL INVOICES MUST BE PAID WITHIN 48 HOURS AFTER COMPLETION OF THE AUCTION SALE** unless prior payment arrangements have been made. Registrants authorize Winternitz Industrial Auctioneers & Appraisers to automatically charge their credit card on file, for its purchases in full, as listed on their invoices, after 48 hours from the completion of the auction, unless prior arrangements have been made. Any Subsequent balance amounts not paid within the allotted timeframe, Registrants authorize Winternitz Industrial Auctioneers & Appraisers to automatically charge those amounts to their credit card on file of its purchases as listed on their invoices.

2. While descriptions are believed to be correct, the Seller's Agent or the Owners make No Warranties or Guarantees Expressed or Implied, as to the Genuineness, Authenticity of, or Defect in Any Lot and will Not Be Held Responsible for Advertising Discrepancies or Inaccuracies. **No Refunds will be allowed for any errors in descriptions or photos, errors in marketing, advertising or any errors in representations or missing components. Bidders' Should Avail Themselves to make a Proper Inspection to Confirm the Lots Meet their Criteria.** Everything sold "AS IS" and "WHERE IS" except as expressly made in writing. No warranties are made as to the merchantability of any items or their fitness for any purpose.

3. For Lots to which we have a vehicle title, once payment has cleared, the title will be sent to the Buyer of Record. For titles to which a replacement, or lost title, need to be processed, once the new title is received, the title will be sent to the Buyer of Record. For Trailers to which have NO Titles, those Lots will be Sold, "No Title" and the buyers will not receive any title whatsoever.

4. Purchaser does hereby indemnify and hold harmless auctioneer and seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by the removal of items purchased.

5. It is the buyer's responsibility to secure all equipment to meet all applicable government safety standards in using or removing items purchased. All Import, Export, Taxes, Packaging, Rigging & Transportation fees are the buyer's responsibility. Winternitz Industrial Auctioneers & Appraisers will provide our customary invoice.

6. Sales Tax will be added to the purchase of all taxable items. Dealers who purchase for resale must file their resale permit numbers. If sales tax is not collected at the time of sale and is deemed needed to be paid at a later date, buyer agrees to pay all required taxes.

7. Seller's agent and Seller shall have no liability to the purchaser due to non-delivery of any item unless non-delivery is due to inability of Seller's Agent or Seller to release those items. In that event, Seller's Agent and Seller shall only be responsible to return the Purchasers monies deposited for non-delivered items.

8. In the event the purchaser fails to pay the whole of the purchase within the time set forth by the auctioneers and/or fails to comply with any of the conditions removal conditions, or the terms of sale, the seller may retain and/or recover the deposit specified as liquidated damages and, all monies paid by purchaser shall be considered forfeited. In addition thereto, items that are not paid for can be resold at public or private sale without further notice. Any deficiency resulting from such resale shall be paid to the auctioneers by the defaulting purchaser together with all charges, fees, and expenses incurred by such resale and enforcement of the obligation hereunder.

9. The Bidder becomes solely responsible for all items purchased at the sale immediately following his winning bid at the auction. Therefore, he is advised to further guard and insure his items at his own discretion.

10. Items must be removed from the premises within the removal time announced at the sale. No item can, on any account, be removed before termination of the sale. Removal shall be at the expense, risk and liability of the purchaser. Auctioneers shall not be responsible for items not removed within the time allowed. If equipment is not removed within specified removal time, purchaser shall be liable for any moving and storage costs incurred and, if not so removed, **the items Shall be Deemed Abandoned.**

11. If any shortage exists on estimated counts, an adjustment will be made if claims are made at time of removal. No adjustment will be allowed after items are removed from the premises.

11A. NO REFUNDS WILL BE ALLOWED ON ITEMS LEFT ON THE PREMISES PAST THE ALLOWED TIME LIMIT, ONCE THE ITEMS HAVE BEEN REMOVED, OR IF FUNDS HAVE BEEN DISTRIBUTED TO SELLER. NO EXCEPTIONS! Item left onsite after the removal period, Buyers acknowledge that those items are considered "Abandoned" and ownership of those items shall revert to the client/seller of the company being auctioned. **No refunds will be processed, and Buyers forfeit their rights to a refund.**

12. Technology Disclaimer: Auctioneer does not warrant that the functions, features or content contained on the website, including any third-party software, products or other materials used in connection with the website, will be timely, secure, uninterrupted or error-free, or that defects will be corrected.

13. If any dispute arises between two or more bidders, the seller's agent may or may not put the lot up again at once, and resell.

14. The seller's agent, when acting as agent only, is not responsible for acts of its principals.

15. Indemnification: Purchaser shall defend and indemnify and hold auctioneer and seller harmless from and against all claims and liabilities relating to the advertised and/or cataloged description of each item, as well as, the condition of, removal of, or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state, and local laws applicable to such articles, including OSHA requirements, and Environmental Protection Agency requirements, or for proximate or consequential damages, costs or legal expenses arising there from.

15A. Purchaser hereby agrees to defend, indemnify and hold harmless Seller its directors, officers, employees and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees and expenses and other professional fees and expenses, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Goods sold hereunder. This indemnification shall survive delivery of the Goods to Purchaser and any subsequent sale or other transfer of the Goods to a third party.

16. Arbitration: All disputes arising out of or relating to this Auction or any interpretation, construction, performance, or the execution, breach, or default of this Auction will be resolved by final and binding arbitration conducted in accordance with the rules of Judicial Arbitration and Mediation Service ("JAMS") then in effect. Such proceeding will be conducted at the Chicago, Illinois JAMS offices, before a single arbitrator who will be agreed upon by the parties. Such arbitrator shall be familiar with public auction sales of used machinery and equipment, and the removal thereof. The decision of the arbitrator will be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having competent jurisdiction. The prevailing party will be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees related to such dispute, which are sustained or incurred by the prevailing party.

17. Some items may have minimums or reserves. Therefore, bidder acknowledges they have been informed that Auctioneer may bid at the auction for its own account or on behalf of a third party or the seller.

18. By clicking through and Accepting these terms to register to bid, Registrant is accepting a sale listing catalog and/or signing this form the buyer agrees to all the Terms and Conditions of Sale, as well as any announced Terms at a live bid cry sale, whether onsite or Webcast.

**We Appreciate your Participation in this Auction. If you know of any plants looking to conduct an auction, please contact us Immediately. We Pay Excellent Referral Fees!!!**

**\*\*\*Referrals Held in Strict Confidence\*\*\***