



Terms & Conditions – Excess to Perennial Companies:

Important Information:

Excess Commercial Snow Plow Equipment of: Perennial Companies - Timed Online Auction

Auction Conducted By: Winternitz Industrial Auctioneers & Appraisers

Lots Begin to Close: Wednesday August 26, 2020 10:30 am CST (4:30pm BST)

Important Information:

Location: 1066 Industry Road, Suite B, New Lenox, IL 60451

Inspection: By Appointment Only!!! To Schedule, Contact brianc@winternitz.com to schedule.

Rigging Pricing & Information:

Auctioneer has a list of Riggers that are available to assist in the removal of items. Or the Buyers can use their Rigger of choice.

***** PLEASE NOTE: Seller is willing to help load, Provided & Only by Pre-Arranged Appointments *****

Insurance for Pick-Up: All Machinery Movers or Individuals utilizing any heavy equipment, or machinery to move equipment, MUST have proper Certificate of Insurance posted prior to being allowed to work on the premises.

Removal: Removal shall begin Thursday August 27th at 8:00 am CST. **YOU MUST schedule an Appointment well in Advance of arrival.**

Removal Must Be Completed by Close of Business, Thursday September 3, 2020
No Weekend or Holiday Removal, Unless Prior Arrangements Are Made

Buyer's Premium: 18% Buyers Premium Applies to All Purchases

Auction Contact: For questions about the assets or other auction questions, please contact Brian Clettenberg, W: 847-729-3380, or E: brianc@winternitz.com

BidSpotter Customer Service Support Department

Have a question pertaining to the bidding process?

Visit our [Frequently Asked Questions!](#)

You can also start a live chat with a Bidspotter Support Representative by selecting Live Chat at the top of Bidspotter.com. More information on our chat system can be found by [clicking here](#).



Customer Support Hours:

- Monday – Thursday, 8:00 AM EST – 10:00 PM EST
- Friday, 8:00 AM EST – 6:30 PM EST

Email: support@bidspotter.com

Office: (253) 858-6777 Toll Free: (866) 597-2437

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.

SELLER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS. A 15% Buyer's Premium, and a 3% Internet Fee applies to all sales. All Bills must be completed on Day of Sale. All Items Subject to prior sale or transfer. Deposits: A \$500 Pre-Authorization "Hold" may be required for approval to bid, depending on each registrants BidSpotter history, or lack of history. Need for a Pre-Authorization Hold is at the sole discretion of Auctioneer. 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.

If Applicable, ALL BUYERS BE AWARE THAT RIGGING FEES MAY APPLY TO ALL PURCHASES. APPROVED RIGGERS WILL BE POSTED ONLINE FOR PRE-AUCTION RIGGING FEES IF NOT POSTED IN EACH LOT DESCRIPTION.

1. All Invoices will be emailed after the conclusion of the auction sale. A Buyer's Premium of Eighteen (18%) will be applied to each item, in addition to the sales price. Where required by law, sale tax applies to all sales, unless Buyer has submitted the proper State Exemption Form.

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, and within the time allotted timeframe, 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 listed on their invoices, after 48 hours after the completion of the auction for invoice less than \$5,000.00 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 their credit card on file, for the balance 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. 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.

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Seller's agent and Seller shall have no liability to the purchaser due to non-delivery of any item for any reason other than to return to the Purchaser the 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 or terms of sale, the seller may retain and/or recover the deposit specified as liquidated damages and, 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 by him 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 in 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. 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.

16. 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.

17. 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.