



## Payment & Terms

### Payment Instructions

Payment is due within 48 hours of receiving invoice by wire transfer, company check with a bank letter of guarantee, certified funds, Zelle, Visa, MasterCard, American Express, or by making a deposit at a local Bank of America into our CT account.

Please Note: The Maximum Credit Card payment is \$10,000 per invoice.

### Currency

American Dollar (\$)

### Buyers Premium

20% BP for buyers paying via Cashiers Check, Company Check or Wire Transfer will apply to your purchase. 23% BP for any buyers paying via Credit Card. (Example: a \$100 purchase paying by cash instrument the total with BP is \$120 and a \$100 purchase paying via credit card the total with BP is \$123. (Invoices usually go out at the higher rate, and can be discounted or just pay at the lower BP rate amount).

### Tax Rates

[Coon Rapids, MN](#)

8.125%

1. Reseller: Exemptions will be allowed for resellers with the completion of MN form ST3 [ST3, Certificate of Exemption](#)
2. Use Manufacturing: Exemptions will be allowed for resellers with the completion of MN form ST3 [ST3, Certificate of Exemption](#)
3. Interstate Commerce/shipment out of state: There is NO exemption for out of state Shipment; buyer and their 3<sup>rd</sup> party shipper, takes possession in the state of MN

We will charge Sales Tax until we are supplied with the appropriate completed US state resale or manufacturing exemption form: [Sales Tax Certificates](#). We need this for every sale fax to 203-488-4577, or e-mail to [service@thebranfordgroup.com](mailto:service@thebranfordgroup.com). If you are sending in a Bill of lading to receive a refund of Sales tax; we need the document within 30 days.



All buyers are solely responsible for any and all tariffs, duties, taxes, and additional fees that may be incurred when transporting items purchased at our auction across international borders. The Branford Group does not collect or facilitate these. It is the buyer's obligation to ensure compliance with all applicable import/export regulations and to pay any associated costs.

## **Terms & Conditions:**

**\*\*UPDATED 2022\*\***

### **TERMS OF SALE**

Set forth below are the terms and conditions (the "Terms") that shall apply to any purchase by any party (a "Buyer") either directly from Branford Auctions, LLC ("TBG") or in a transaction (a "Transaction") in which TBG serves as broker, agent, liquidator or auctioneer for any third party owner. The Terms apply to all Transactions, including without limitation, public auctions conducted by TBG and direct purchases by Buyer of any item either before, after or independent of any public auction. By using or accessing any and all TBG Services and or Websites you agree you have read and understand the Terms and Conditions stated herein and are bound to these Terms and Conditions. You may not use or bid or access any and all TBG Services if you do not agree to the Terms and Conditions stated herein. If you do not understand any or all the Terms and Conditions herein please contact TBG at 203-488-7020 for further assistance.

### **TERMS AND CONDITIONS**

**1. No Warranty.** All machinery, equipment, merchandise and other items (the "Goods") are sold on an "AS IS/WHERE IS" basis with no warranties or representations whatsoever either expressed or implied including but not limited to any representation or warranty relating to title, possession, quiet enjoyment or the like in regard to such Goods. . Neither TBG nor the consignor makes any warranties or representations of any kind or nature with respect to the property or its value, and in no event shall they be responsible for correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of the property or estimate of it's value. No statement (oral or written) in the catalog, at the auction, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. Prospective bidders are urged to contact TBG directly for detailed information regarding any lot. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY are expressly disclaimed.** Please inspect all items before bidding. No sale shall be invalidated and TBG shall have no liability for a



**misdescription of any article or lot whether contained in a catalog, advertisement or otherwise. Descriptions have been prepared for guide purposes only and shall not be relied upon by the Buyer for accuracy or completeness. Buyers shall be deemed to have relied entirely upon their own inspections and investigations.**

**2. Registration. Buyers must register prior to bidding at any auction sale and must be of legal capacity to enter into this agreement. All bidders must provide their name, company (if applicable), mailing address and phone number prior to the auction. By registering you represent and warrant any and all Buyer Information is accurate and complete. It is solely the Buyers responsibility to maintain current Buyer Information for completeness and accuracy. TBG reserves the right to deny and or terminate Registrations at any time at its sole discretion without notification. TBG reserves the right to deny usage and access of TBG Services and Websites at any time without notice or liability to any persons or third parties. When applicable, Electronic bidders are required to provide a valid email address. TBG Does not charge a registration fee, but you may need to place a refundable deposit in order to bid electronically.**

**3. Deposits. TBG requires a deposit of not less than twenty five percent (25%) of the Buyer's TOTAL PURCHASE PRICE by the end of sale day - with the balance due by the end of the next business day. This can be in the form of cash, a cashiers check, or business check with a bank letter of guarantee. For Electronic bidders, at its discretion, TBG may contact bidders via email or telephone before or during the sale to provide a bank letter of guarantee or wire transfer as a deposit or a credit card authorization form. If TBG does not receive a response from its attempts to contact Buyer or if the Buyer does not provide a deposit, TBG reserves the right to refuse or cancel Buyer's bids and re-sell Goods. THE BIDDER AUTHORIZES TBG TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS. (See section 9 "Default" below.)**

**4. Invoices & Payment Instructions. For Onsite and Webcast auctions, winning bidders can request a printed paper invoice from the Accounting Manager at the sale location during or after the sale. Electronic bidders will be sent an electronic invoice to the email address provided during registration. Invoices can be faxed upon request. Detailed payment instructions for each sale are available in the printed lot catalog at the sale location on the day of the sale. Electronic bidders will be sent detailed payment instructions via email along with their invoice.**

**5. Payments. TBG must receive the balance of the total purchase price no later than the close of business on the day following the auction (the "Final Payment**



Date"). All payments must be in cash, cashier's or certified check, federal wire transfer of immediately available funds or a corporate check accompanied with a bank letter of guarantee, and all of the foregoing must be in form, scope and substance acceptable to TBG. Credit cards are accepted for payment, Electronic bidding registration and for Liquidated Damages in the event of a default. If paying by credit card, the exchange rate for sales conducted in foreign currencies will be posted the day of the sale and will be based upon the current currency conversion rates. Without limiting TBG's discretion, no corporate checks without a bank guarantee and no personal checks will be accepted. No title shall pass to Buyer until the total purchase price and all Taxes have been paid to TBG in collected funds.

6. Taxes. Buyer must also pay to TBG on or before the Final Payment Date, all sales, export, use and other taxes due to any federal, state or local taxing authority (the "Taxes") as a result of Buyer's purchase, including without limitation, any taxes arising from any Buyer's Premium (as defined below). To receive the benefit of any tax exemption, Buyer must supply TBG with a sales tax exemption certificate acceptable in form, scope and substance to TBG in TBG'S sole discretion.

7. Buyer's Premium. TBG in its sole discretion may impose a buyer's premium ("Buyer's Premium") on any Goods sold. The Buyer's Premium is a percentage that is added to the final purchase price of any item. TBG shall charge and collect from each successful bidder a buyer's premium for each sale at the auction, in addition to the purchase price. Rates may vary depending on the auction

8. Removal. (1) Buyers or their Agents must remove all Goods purchased before the final removal date and time announced by TBG at the auction (the "Removal Date"). (2) No Goods shall be removed until the full purchase price and all applicable taxes thereon have been received by TBG in the form required herein. Any Goods not removed on or before the Removal Date shall be subject to storage charges that TBG may in its discretion impose. (3) It is Buyer's sole cost and expense to remove their purchases. ANY ITEMS NOT REMOVED ON OR BEFORE THE REMOVAL DATE SHALL BE DEEMED ABANDONED AND TBG SHALL HAVE NO FURTHER OBLIGATION TO BUYER WITH RESPECT TO SUCH ITEMS. (See also #8C.)

8A. Buyer shall be responsible for the safe and proper removal of any Goods purchased by Buyer. TBG does not pack, ship, store, crate or rig items. Buyers may either pick up Goods at the designated auction site personally or can contract with a third party agent to manage the removal process for them. Before Goods can be removed by an Agent, Agent must provide TBG with (1)



**proof of payment in full (Paid In Full Invoice) and (2) an "Agent Release Authorization" form which allows The Branford Group to release items to a third party contractor for shipping, crating or packing purposes.**

**8B. Goods weighing more than 100 pounds must be removed by a qualified, insured rigger. Before any removal, Buyer must provide TBG with a certificate of insurance from the rigger, which certificate must be in form, scope and content acceptable to TBG in TBG'S sole discretion. Without limiting TBG'S discretion, such certificate must show that the rigger carries comprehensive liability insurance written by an insurance carrier of national standing and in an amount of not less than two million dollars (\$2,000,000.00). Without limiting the generality of the foregoing, Buyer shall restore and repair all real and personal property that is altered or damaged as a result of Buyer's removal of the Goods. TBG shall have no responsibility to disconnect utilities to the sold asset, including electric, gas, waste and water lines. Buyer is solely responsible to properly remove and store in appropriate containers all fluids, oils, hazardous chemicals, etc., from machinery purchased. Buyer does hereby indemnify TBG, the owner of the Goods and the owner of the premises in which the Goods are located, from any and all claims, damages, and losses arising from Buyer's actions or actions with respect to the Goods and Buyer's presence on the premises in which the Goods are located, including without limitation, injuries to persons or property and environmental violations or contamination. Risk of loss on any Goods shall pass to the Buyer upon payment in full to TBG of all sums due from Buyer in respect to the Goods.**

**8C. Small Lot Removal. TBG shall have no responsibility whatsoever for any missing or lost items that can be removed by hand if such items have not been removed within forty-eight (48) hours of the conclusion of the sale. There will be NO removal of any lots until the auction is complete.**

**9 Default. Bidders must bid only on those items they are prepared to pay for and remove in accordance with the terms and conditions of this sale. All items awarded to high bidders are contractually theirs and must be paid for by the Final Payment Date and removed by the Final Removal Date. IN THE EVENT PURCHASER FAILS TO PERFORM CONTRACTUAL OBLIGATIONS (PAYMENT AND REMOVAL) AS SPECIFIED IN THIS INVITATION TO BID, THE FOLLOWING ACTION APPLIES: PURCHASER WILL AUTOMATICALLY BE PLACED IN DEFAULT. THIS IS YOUR OFFICIAL NOTICE OF DEFAULT. Upon default, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which default has occurred. TBG will re-market and re-sell this property.**

**9A. Payment Default. Failure to pay invoices in full by the Final Payment Date in accordance with payment terms will subject Bidder to pay as Liquidated**





**Damages a sum equal to the lesser of (1) 20 percent of the invoice price of the item(s) as to which the default has occurred, or (2) the full amount of the difference between the original invoice price and the re-sold price plus any expenses incurred to re-market or re-sell these items. IF TBG HAS NOT RECEIVED PAYMENT FOR WINNING BIDS WITHIN 24 HOURS OF THE FINAL PAYMENT DATE, THE BIDDER AUTHORIZES TBG TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.**

**9B. Removal Default. Failure to remove items by the Final Removal Date in accordance with removal terms will subject Bidder to pay as Liquidated Damages the full amount of the expenses incurred to store or transport items until they are re-sold. IF BUYER HAS NOT REMOVED ITEMS WITHIN 24 HOURS OF THE FINAL REMOVAL DATE, THE BIDDER AUTHORIZES TBG TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.**

**10. After Buyer has removed any item from TBG'S possession, TBG shall have no obligation to make any adjustment or accommodation to Buyer because of any mistake in quantity or other defect or problem with respect to such item. Buyer must make all requests for adjustments in writing to TBG before any item is removed from the premises where the auction is conducted.**

**11. TBG shall not be responsible for any damages, loss or theft of Goods except in the case of TBG's willful misconduct. Without limiting the foregoing, TBG shall not be responsible for damages or losses caused by strikes, civil disorders, or acts of God.**

**12. Changes. TBG Reserves the right to withdraw or sell any assets contained in an auction prior to or succeeding the stated auction period without notification. TBG Reserves the right to temporarily or permanently end an auction during the stated auction period or extend an auction without notification. If for any reason TBG is unable to deliver any Goods purchased by Buyer, TBG'S sole liability shall be to return all sums paid by Buyer to TBG in respect of such Goods.**

**13. Minimum or Reserve Prices. TBG, in its sole discretion, reserves the right to establish a reserve or minimum price on any Goods without having to announce post or publish notice to attendees and buyers at any auction. TBG reserves the right to confirm or reject the final bid. Further, The Branford Group, and/or its affiliates or subsidiaries, may bid at the auction either for its own account or on behalf of a third party.**



**14. Absentee Bids.** By completing an "Absentee (Proxy) Bidder Form," Bidders may appoint TBG to be an agent and proxy for the sole purpose of purchasing the items listed when the Bidder CANNOT bid on the day of the sale. ALL BIDS ARE FINAL AND BINDING and DO NOT include any applicable buyer's premiums and sales taxes. TBG will bid up to the specified maximum bid amount to win the item, using only the amount needed to win the item. TBG has complete discretion whether and when to accept Proxy bids. The auctioneer's announcements at the time the lot is sold take precedence on any and all published materials. Proxy bidders will be notified only if they have been declared the high bid. Notification will take place in the form of an electronic invoice which will be sent to the email address provided during registration.

**15.** TBG, in its sole discretion, reserves the right to refuse the bid of any person without providing any notice or reason therefore. TBG reserves the right to deny the usage and access by any person or third party of any and all TBG Services and Websites without notification.

**16.** TBG, in its sole discretion, shall control all bidding increments and advances at any auction. The Branford Group reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that The Branford Group believes was made illegally or in bad faith. In the event of a dispute among bidders, The Branford Group may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the item in dispute. No returns or refunds will be permitted, unless authorized by the seller in writing.

**17.** TBG reserves the right, in its sole discretion, to sell items advertised as a public auction sale, on a piece by piece basis or as a complete lot. Without limiting the generality of the foregoing, TBG may accept a complete lot bid and then conduct an item by item auction which auction shall be effective only if the total proceeds there from exceed the amount of the complete bid.

**18.** All information provided by TBG to Buyers, including without limitation, any advertising, lot sales catalogs or otherwise, is subject to deletions, errors, additions, and changes without notice. Although information is gathered from sources thought to be reliable, TBG shall have no responsibility whatsoever for any information provided to any attendee or buyers. All buyers shall rely solely on their own investigation and inspection of any Goods.

**19.** TBG reserves the right to amend any and all of the Terms and Agreements stated herein at any time without notification at TBG's sole discretion. It is the Buyers responsibility to read and review the Terms and Conditions for each sale. TBG provides the Terms and Conditions through its Websites and in



printed form at on-site auctions.

**20. When TBG is selling or auctioning any Goods on behalf of a third party owner, TBG shall act as an agent only and shall have no liability whatsoever for the acts of any owner/principal.**

**21. Export Law Compliance. Buyers agree to comply with all US export control and related laws, and acknowledge that TBG is not the exporter of any purchased item. Certain items offered for sale at the auction may constitute "Restricted Technology." Under federal law, such items may not be shipped outside the United States. TBG makes no representation or warranty concerning, and has conducted no investigation to ascertain which items, if any, constitute Restricted Technology. Buyer also agrees not to export any item to countries which are subject to comprehensive embargoes or support terrorism. These countries include, but are not limited to: Cuba, Iran, North Korea, Sudan and Syria. The list will change from time to time,**

**22. Auction Sites. Buyers acknowledge that an auction site is a potentially dangerous place, Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated and electrical circuits may be live. Every person enters the auction site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. No person shall have any claim against TBG, the seller or their respective agents for any injuries sustained or for damages to or loss of property that may occur at the auction site.**

**23. TBG Rights and Remedies. If the Buyer fails to comply with any of the Terms, TBG shall have all rights and remedies available to it at law and in equity. Without limiting the generality of the foregoing, TBG may retain all deposits and partial payments received from Buyer and may resell any Goods that Buyer fails to purchase. Buyer shall be responsible for all costs, losses, and damages suffered by TBG (i) as a result of Buyer's breach of any of the Terms, including without limitation, lost profits and consequential damages, and (ii) incurred in connection with the enforcement of TBGS' rights, including, without limitation, legal fees and costs and expenses related to the resale of Goods, including storage and rigging fees.**

**24. Website Usage. The following is specific to the access and usage of TBG Websites including and not limited to any and all features and applications:**

- 1. Each Registrant will specify a unique User Name and Password and it is solely the responsibility of the Registrant to maintain the confidentiality of this User Name and Password.**





2. Registrants are solely responsible for any and all transactions or transmissions using their User Name and Password
  3. TBG is not responsible for any and all unauthorized or compromised usage of the Registrant's User Name and Password. Registrants are responsible for contacting TBG in writing for any and all unauthorized usage of their User Name and Password.
  4. Registrants agree they will not:
    1. Disrupt, interfere or create outages to computer networks that directly or indirectly affect TBG Websites.
    2. Falsely misrepresent or impersonate any other person or entity. Registrants are forbidden from misrepresenting a Registrant's employment by or affiliation with any third party.
    3. Registrants are forbidden from posting, uploading, transmitting, publishing or distributing any and all information that contains viruses, code, files or programs with the malicious intent of affecting TBG Websites.
    4. Registrants agree they will not copy, modify, reproduce, distribute or sell any information or material provided through TBG Websites with the intent of commercially TBG Services and Websites.
  5. TBG is not responsible for any and all products, content, information or material provided by links to or statements regarding third party services. This includes but not limited to riggers, shippers, partners and any third party services listed.
  6. Registrants agree TBG and its affiliates, including partners, officers, directors, employees, agents, shareholders or co-branders, are not responsible for any and all damages, actual or alleged, resulting from the downloading of any information or materials from TBG Websites.
25. No Collusion. Buyers agree they will not participate in any bidding practices with the intent of manipulating the bidding. Any and all forms of collusion between Buyers is forbidden. Buyers agree they will not place bids under false names or Buyer Information.
26. Buyers agree they will defend, indemnify and hold harmless TBG, including its affiliates, directors, officers, employees, agents, shareholders, co-branders, or partners, from and against any and all claim, loss, damage, liabilities, judgments, fees and expenses incurred by TBG, including its affiliates, directors, officers, employees, agents, shareholders, co-branders, or partners, through the use of TBG Services and Websites.
27. Disclaimers. Buyers acknowledge and agree that the internet is an



unreliable, unsecured, and error-prone network. TBG cannot and does not guarantee continuous, uninterrupted or secure access to Online bidding service provider or the thebranfordgroup.com web site or that Bidder information, including auction registration and bids, will be transmitted or received in a timely fashion. You agree to hold TBG harmless for any interruptions in Online Bidding services or our website, or your inability to reach or effectively use online bidding service provider or thebranfordgroup.com website. IN NO EVENT SHALL TBG BE LIABLE OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ONLINE BIDDING. TheBranfordGroup.com website, including all content, functions, materials, services and information made available on or accessed through online bidding providers or our website, are provided on an "As Is Where Is" Basis without representations or warranties of any kind whatsoever, expressed or implied, including without limitation, non-infringement or fitness for a particular purpose. TBG Does Not Warrant that the service or functions, features or content contained, made available on or accessed through online bidding providers or thebranfordgroup.com website, including without limitation any third-party software, products or other materials used in connection with online bidding services or thebranfordgroup.com website, will be timely, secure, uninterrupted or error free, or that defects will be corrected. TBG makes no warranty that online bidding providers or thebranfordgroup.com website will meet your requirements. If you are dissatisfied with the online bidding providers or thebranfordgroup.com website, your sole remedy is to discontinue using the online bidding provider or thebranfordgroup.com website. No advice or information, whether oral or written, obtained by you from TBG or through the online bidding provider or thebranfordgroup.com website shall create any warranty not expressly made in the agreement.