



ONLINE AUCTIONS TERMS:

Bidder and Auctioneer agree that the terms listed below shall govern this online auction sale.

BIDDER VERIFICATION "PLEASE NOTE": The identity of all bidders will be verified, bidding rights are provisional and if complete verification is not possible, Atkinson Realty and Auction will reject the registration, and bidding activity will be terminated.

NOTE: At the end of the Auction your invoice will be charged to your credit card unless you have made prior arrangements to pay via Bank Wire Transfer.

AUCTION BID DEFAULT: In the event a winning bidder fails to submit payment in full as pre-stipulated in the auction terms, the winning bidder will be charged an administrative fee of \$250.00 on the credit card provided when registering for the auction. Additional default remedies are reserved by Atkinson Realty and Auction, Inc. and the Seller as provided in the Auction Terms & Conditions.

All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age or older. Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale.

PLEASE NOTE: THESE SPECIFIC AND CONDITIONS APPLY TO THIS ONLINE EQUIPMENT AUCTION.

PLEASE READ BEFORE YOU BID!

PLEASE NOTE: Items in this auction are USED and may contain defects that are not immediately detectable. The description given is meant to be used as a guide only. You are responsible for inspecting each item before bidding. All information provided is believed to be correct but NO warranty as such is either intended or implied. All items are sold AS IS - WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN.

All Sales are Final If you cannot comply with all of the terms and conditions of this online auction do not bid. This is an as is Auction and there are no refunds or returns!

AUCTION TERMS and CONDITIONS:

VEHICLE TITLE TRANSFERS:

Title Transfer and Administration Fees for a private individual will be \$140.00 for each Title and \$25.00 for each Title for a Licensed Auto Dealer.

Call Mark at 813-641-3822 if you have any questions regarding the Title Work.

Sales Tax will be charged unless the winning bidder has and presents their current Tax Resale Certificate and or Dealers License at registration
via Email or Fax to 941-827-9755.

PAYMENT: Must Be Received in Full Within 48 Hours (2 Business Days) after Close of Auction.

Payment for purchases must be made by, Electronic Bank Transfer made payable to Atkinson Realty and Auction Escrow Account **unless otherwise noted in a specific auction's terms and conditions.**

NOTE: At the end of the Auction your invoice will be charged to your credit card unless you have made prior arrangements to pay with a Bank Wire Transfer.

PLEASE NOTE: The high bidder will be emailed an electronic invoice with the Bank Routing Number, Account Number and SWIFT Number for electronic funds transfer.

Bank wire transfer fee is \$20.00.

Bank Wiring Instructions will be shown on your invoice at the conclusion of the auction, unless otherwise noted in a specific auction's terms and conditions.

All sales are subject to State of Florida Sales Tax laws.

If you have a current Tax Resale Certificate and or a Vehicle Dealers License - before you bid please Fax it to 941-827-9755 or send via email

Buyer must acknowledge and agree not to retract the purchase offer. Buyer shall be responsible for making arrangements for merchandise removal.

NOTE: Items not paid for in full by the last and highest bidder as outlined in the payment terms of each auction will be sold to the backup bidder at their last and highest bid.

If you fail to pay for your item(s) as outlined in the Terms and Conditions of each Auction you will be permanently blocked from bidding on all future auctions.

1) Auction Procedures - ONLINE BIDDING ONLY: Auctioneer reserves the right to reject the bidding of any person whose conduct, actions or adverse comments he feels are not in the best interest of his client, the Seller.

2) **Inspection:** Each bidder is responsible for doing their own inspection and due diligence prior bidding.

3) **PLEASE NOTE:** Items in this auction are USED and may contain defects that are not immediately detectable. The description given is meant to be used as a guide only. You are responsible for inspecting each item before bidding.

All information provided was obtained from sources deemed reliable but is not guaranteed NO warranty as such is either intended or implied. All items are sold **AS IS WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN.**

4) 4) Final invoice price will be the high bid plus a **16% buyer's premium** for credit card payments. For pre-approved payments with a bank wire transfer the buyers premium will be **13% buyer's premium** plus a wire transfer fee of \$20.00.

4b) **Buyer's Premium Example:**

Bid Price: \$100.00

Plus 16% Buyer's Premium: \$16.00

Total Contract Price: \$116.00

5) **WARRANTY DISCLAIMER:** All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of each bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The descriptions of the property in the auction advertising prior to this sale are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner or Auctioneer shall be construed as a warranty either expressed or implied. The property is being sold "As Is" with all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.

6) **Disputes Between Bidders:** The final highest purchaser shall be designated at the end of each auction sale / item. If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen bidding. Auctioneer's designation of the Buyer shall be final.

7) **Injury, Damage and Indemnification:** - Bidder acknowledges responsibility for any personal injury or property damage caused by Bidder or his agent, and further agrees to indemnify, defend and hold Auctioneer and Seller(s) harmless for any personal injury to himself or his agents, any property damage incurred on the sale premises, any and all claims, losses, damages, liabilities, judgments, fees and expenses related thereto, in connection with any claims arising out of, based upon, or resulting from any breach or violation by Bidder of this Contract or any use by Bidder of the auction sale or as a result of a dispute with another Bidder.

8) **AGENCY:** Auctioneer is acting as agent for the Seller/Owner only and is not responsible for statements made by other parties.

9) **Providing False Information and or not honoring your bid:** You will be suspended or permanently banned from our site if you provide false information when registering, such as a false name or fraudulent contact information.

You will be permanently banned from our site if you are the successful buyer and you do not honor your auction bid.

10) **HOLD HARMLESS:** We cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions,

caused by any means, therefore we cannot guarantee continual, uninterrupted or error free service as our website could be interfered with by means out of our control.

Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning.

The Auctioneer may void any sale, temporarily suspend bidding and re-sell any items that were affected by any malfunction.

The decision of the Auctioneer is final.

11) **PRIVACY:** We gather information about our buyers and sellers for the purposes of conducting online auctions. We do not sell or rent this information.

12) **MAILING LISTS:** We use email mailing lists to notify our customers about online and live auctions. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply reply to the email with Remove In the Subject line and we will remove your name from our list.

13) **BIDDING:** As a bidder, placing a bid is a binding contract between you and the seller, and the bid cannot be retracted unless due to fault by the seller of typographical error, or other error, due to human error on the seller's part. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. Placing a bid on this auction site, and winning, then not paying for the product is illegal in most states, and prosecution can result.

The owners of property sold through this web site reserve the right to reject any and all bids, if they so choose.

Thank you for using our online auction site :

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