

Sale Name: Fall Equipment Liquidation: Excavators, Implements & Metal Buildings

LOT 1 - *TERMS & CONDITIONS! PLEASE READ*****



Description

TERMS AND CONDITIONS OF THE AUCTION

ALL INVOICES OF OVER \$2500 MUST BE PAID BY WIRE TRANSFER

Buyer's Premium – 13.5% - Cash/Wire receive a 3.5% Discount

By registering to bid or placing a bid, you agree to be bound by all of these terms & conditions and any other announced terms and conditions of sale or rules of the site. All internet bidders agree that bids placed on the internet shall have the same legal effect as if they were in attendance at the auction in person. ASK QUESTIONS BEFORE YOU BID. THERE ARE NO REFUNDS AND NO RETURNS!!!

YOU MUST AGREE TO ALL TERMS OF SALE BEFORE BIDDING. DO NOT BID IF YOU DO NOT OR CAN NOT AGREE TO ALL TERMS. READ CAREFULLY. ALL SALES ARE FINAL and there are no refunds or exchanges. No warranty is expressed, written or implied.

Soft Close Auction: This is a soft close auction which means that any bids placed in the final minutes will add additional time to the clock. This process will be repeated until no bids are placed in an extended period. This process gives everyone adequate time to decide if they would like to bid again and eliminates someone losing the bid because a bid was placed in the final moments of the clock. If the extensions are "Extend one, Extend All", any bids placed in the final minutes on any item will extend the clock on all items in the auction and will continue to do so until no bids are placed in the extended periods. Any advertisements or postings that refer to auction closing time are referring to an approximate time that the auction will begin closing.

Auctioneer reserves the right to alter closing times, start times, extension periods, extend one-extend all and all other matters as to the process and details of the auction.

NOTE: Redfield Group Auctions does not own vehicles, equipment and other assets consigned to our auctions. The seller understands that any claims from descriptions, condition, miles, etc are between the owner (seller) and the purchaser. The auctioneer does not guarantee year, make, model, miles, hours, running condition, physical condition of any item in our auctions. YOU, the purchaser are responsible for inspecting the assets in person and making your own determination as to the condition of the item you are bidding on. The description is NOT guaranteed by the auctioneer nor the seller. AS IS, WHERE IS.

We try to list these items as accurately as we can how-ever we are not experts on all the items we sell. We offer an on-sight preview of auction items. Should you not agree with our terms, please don't bid because you will be held to them.

Sales tax for items located in Alabama is required unless proper exemption documents are presented with payment.

If you are buying a titled vehicle and will be titling the vehicle in the State of Alabama, Redfield charges a fee if \$65 for title processing. (\$15 title fee charged by the state and \$50 processing fee). All required taxes will be paid by seller. If you are titling the vehicle in another state that does not have an agreement with the State of Alabama, a sales tax may still be required by Alabama in addition to taxes due in your state when titling. Redfield does not the authority nor does it provide titling services outside the State of Alabama.

IF YOU HAVE ANY QUESTIONS CALL 256-413-0555 BEFORE BIDDING! Requirements: Valid Credit Card required for bidding approval Payment Options: Visa, MasterCard, American Express, and Wire Transfer Payment Instructions: For online bidders we accept MasterCard, Visa, & American Express. WE DO NOT ACCEPT CHECKS OR MONEY ORDERS! ALL INVOICES OF OVER \$2500 MUST BE PAID BY WIRE TRANSFER. Payment must be made within 24 hours from close of auction. We will bill your credit card on file for purchase amount (including buyers fee) and then we will get a shipping cost and bill your credit card for shipping. All shipping charges will be billed to the credit card you registered with in a separate bill. If your card is declined there will be a \$25 service for using an additional card. Special Terms Redfield nor the consignors are responsible for any misinformation pertaining to grades and bidders agree that they are not relying on this information to purchase or bid. All bidders are encouraged to inspect the product before bidding. All property is sold AS IS, and ALL SALES ARE FINAL-NO REFUNDS OR EXCHANGES. Property is open to thorough public inspection. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Redfield Group Auctions, Inc may attempt to describe the merchandise in advertising, on the internet and at the auction but makes no representations. In no event shall Redfield Group Auctions, Inc be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Bidder shall be the sole judge of value. Bidders who bid from off site and are not present at the live auction or preview understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Redfield Group Auctions, Inc shall endeavor to describe in detail each item and any pertinent information about it. Redfield Group Auctions, Inc will not be responsible for any errors or omissions in the description of the merchandise. Bidder agrees that everything is sold as is and that they may not return any item they purchase.

Redfield Group Auctions, Inc is providing online internet bidding (through a third party) as a service to Bidder. Bidder acknowledges and understands that this service

may or may not function correctly. Under no circumstances shall Bidder have any kind of claim against Redfield Group Auctions, Inc or anyone else if the internet service fails to work correctly during the auction. Redfield Group Auctions, Inc will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the auction closes. Redfield Group Auctions, Inc reserves the right to withdraw or re-catalog items in this auction. Purchaser is responsible for all document transfer fees. The auction company shall not be held responsible for any 'missed' bids or bids unseen by the auctioneer and bidder is responsible for any and all bids placed on their account.

1. All persons attending the exhibition, sale or removal of merchandise assume all risks of damage to person or property and specifically release and indemnify Redfield Group Auctions, Inc., Redfield Group Auctions, Inc employees, agents and contractors (all herein referred to as RGA) from any liability. Buyer shall be responsible for any damage they cause to the premises or items on the premises when they are picking up or loading their items. In the event the buyer is utilizing a third party shipper, buyer still assumes full responsibility for any damages caused by the third party or appointed person they have hired.

2. Bidder agrees that all property is sold "AS-IS WHERE-IS" with no warranties express or implied and ALL SALES ARE FINAL. Property is open to thorough public inspection. Bidders who bid from off site and do not preview the items, understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. RGA may attempt to describe the merchandise in advertising, on the internet and at the auction but makes no representations. In no event shall RGA be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. RGA does not guarantee any appraisals, gradings or certifications. If you have any questions about the merchandise, ASK THEM BEFORE BIDDING. Bidder shall be the sole judge of value. It is Bidder's responsibility to determine if any item is legal where they live. There are no refunds for any reason. By placing a bid, Bidder acknowledges that her or she has inspected the items to his or her satisfaction or chooses to not examine them at his or her sole risk. RGA will not be responsible for any errors or omissions in the description of the merchandise unless it is a material and intentional misrepresentation of the item itself. Bidder agrees that he or she may not return any item they purchase for any reason except an intentional and material misrepresentation of the item itself made by RGA. Bidder's sole remedy in the event of an intentional and material misrepresentation of an item shall be to return the item, at their expense and in the same condition it was shipped to them. If RGA agrees that the item was materially and intentionally misrepresented RGA will refund the Bidder's purchase price to him/her. Bidder agrees that under no circumstances whatsoever will RGA ever be liable to any bidder for an amount greater than the purchase price of the item they purchased. BIDS CANNOT BE REMOVED UNLESS IT IS AN OBVIOUS TYPOGRAPHICAL ERROR. MAKE CERTAIN WHAT YOU ARE BIDDING ON BEFORE YOU BID.

3. RGA reserves the right to charge the Bidder's credit card the full amount of any or all of bids at any time. When the auctioneer or online platform says, "sold" Bidder assumes full responsibility for the merchandise. Everything MUST be paid for in full by 3:00 PM the day after the auction. All Bidders agree to pay a buyer's premium equal 18% on EACH lot. Under state law, sales tax will be collected on the entire amount.

4. If you plan to register a titled vehicle in an area that requires an emission or other test, emissions or other tests are not guaranteed and it is sold AS-IS unless stated otherwise in the item description. All titled vehicles are sold AS-IS TOW AWAY in regards to emissions tests. Emission tests are not provided unless it is stated in the item description. If an emission test is provided, it is only valid in the area for which it was issued. It is the buyer's sole responsibility to determine if a titled vehicle is legal and able to be registered where buyer lives.

5. RGA is providing internet only bidding for this auction. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against RGA or anyone else if the internet service fails to work correctly before or during the auction. RGA will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged place their maximum bids at least two hours prior to the auction closing time. RGA reserves the right to withdraw or re-catalog items in this auction. In the event of any software problem, mistake or other issue, RGA reserves the right to extend the closing times, stop, restart or cancel this auction at its sole discretion. Even though an item may display as "sold" on the internet, no sales are final until they are certified by RGA and Bidder receives an invoice. RGA reserves the right to cancel any or all sales and resell the items in whatever manner it chooses.

6. The bids are advanced at pre-set increments available on the bidding web page. From time to time RGA may accept items with secret reserves prices. The seller and RGA reserve the right to bid on behalf of the seller on items on which there may be a reserve. If the Auctioneer determines that any bid is not commensurate with the value of the article offered, he may reject the same and withdraw the item from the auction. If, having acknowledged an opening bid, he decides that an advance is not sufficient, he may reject the advance. The Auctioneer reserves the right to bid on behalf of Buyers/Seller/Secured parties. RGA may reject or cancel any bid for any reason. The record of the auction made by RGA shall be conclusive. This is a Public Auction and as such, all qualified bidders may bid including RGA owners, family members and employees.

7. If a check accepted by RGA is returned for any reason, Bidder agrees that RGA may re-present it in person or electronically and collect the amount of the check as well as the highest service charges and fees allowed under Alabama law. Any amount left unpaid shall accrue interest at the highest rate allowed under Alabama state law.

Unless exempted by law, the purchaser shall pay all applicable taxes. Bidder agrees to indemnify RGA against any claim if sales tax is not collected on Bidder's purchases. Bidder agrees to not stop payment on any check paid to RGA. Bidder further agrees that under no circumstances will he/she initiate a chargeback on his/her credit card. Title to the merchandise transfers to Bidder only when Bidder's payment is honored.

8. All property shall be removed from the premises by the Bidder at her/his own risk and expense within the time period announced. ALL MERCHANDISE PURCHASED AT THIS AUCTION MUST BE REMOVED DURING TIMES POSTED FOR THIS AUCTION UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH RGA OR IT IS BEING SHIPPED. ITEMS NOT REMOVED BY THIS TIME WILL HAVE A CHARGE OF \$10 PER LOT, PER DAY ADDED AND THE ITEMS MAY BE FORFEITED WITH NO REFUNDS. Internet bidders should arrange to pick up their purchases within this time. Bidder agrees that any merchandise not removed during posted load out times will be forfeited with no

refunds. Bidder shall have no claim to merchandise not removed within the posted load out times. In the event an item cannot be provided to the winning bidder because of theft, acts of God, war or any other reason, the buyer will be entitled to compensation equal to the money paid for the item as compensation and no more.

9. Bidder agrees that this agreement shall be governed by the laws of the state of Alabama and hereby grants sole jurisdiction and agrees to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Etowah County, Alabama. Bidder agrees and grants that service of process on them may be obtained by mailing a certified letter, containing a summons, postage prepaid, to them at the address they provided to register. Should a dispute arise between Redfield and Bidder, Bidder waives any right to a trial or hearing in a court of law and agrees to settle the dispute through binding arbitration in Etowah County, AL with an arbitrator appointed by the President of the Alabama Auctioneers Association.

10. RGA may refuse a buyer's number and bidding privileges to anyone for any reason. Bidder agrees to provide any identification RGA may request including but not limited to: drivers license, photocopies of credit cards, Social Security card or US Passport. Bidder agrees to comply with any stated additional terms or conditions associated with particular items.

11. Bidder agrees to pay any and all charges and expenses incurred by reason of any breach of Terms & Conditions of auction, or in case of default, including, without limitation, reasonable attorney's fees, as well as any dollar deficiencies which may result in the resale of the property and the cost of re-marketing said property. Additional commissions shall be due and payable.

12. In event that description differs from photos, description takes precedence over photos.

13. Bidder agrees that by registering to bid, they agree to ALL terms contained herein.

14. Auctioneer, it's agents, employees and family members will be allowed to bid in this auction.

15. Ownership title passes upon receipt of good payment from the buyer. If buyer fails to make payment within the terms specified herein, (a) seller may immediately offer the items for resale and buyer agrees to pay any deficiency between the price paid and resale price, (b) seller has the right to enforce specific performance and any other remedies available.

16. RGA reserves the right to withdraw an item from the auction for any reason even if bids have been placed on that item.

18. Seller and/or RGA has a security interest in the assets until final valid payment has been received. In the event of a dispute or charge back Seller and/or RGA maintain the security interest and Seller agrees that all assets will be returned within 24 hours of

such action and further agree to compensate Seller and/or RGA for any depreciation in the assets and any costs associated with recovery including any attorney fees and resale fees they incur.

Quantity: 1



<https://bids.redfieldgroup.com/>