

Please Register Early and Provide all Registration Requirements to Be Approved for Bidding.

To be approved for bidding you must provide a BANK LETTER of GUARANTEE. Payments accepted by check with a bank letter, wire transfer or certified check. If unable to provide a bank letter you must send a deposit to auction company in certified funds. Deposit amount must be a minimum of 15% of the amount you expect spend, EX: Want released to spend \$75,000.00 - Deposit must be at least \$11,250.00 by wire or certified funds.

**WE DO NOT ACCEPT CREDIT CARDS OR PAYPAL PAYMENTS!
PLEASE READ ALL TERMS & CONDITIONS!**

1. NO WARRANTIES - Everything in this auction is sold as is, where is, with no warranties, representation or guarantees expressed, implied or otherwise.
2. PAYMENT - Balance of full payment in cash or certified funds due immediately upon completion of auction. All checks to be made to the order Investment Recovery Services". Advance wire transfers are possible. Contact Investment Recovery Services at 800-583-1111 for details. Non-certified checks accepted only when accompanied by a valid bank guarantee letter.

SAMPLE LETTER: THIS BANK HEREBY GUARANTEES PAYMENT OF CHECKS PAYABLE TO INVESTMENT RECOVERY SERVICES, FROM (NAME OF CUSTOMER) ON ACCOUNT #____ UP TO AMOUNT OF _____. THIS LETTER IS VALID FOR PURCHASES MADE AT THE AUCTION OF _____ ON _____(DATE). (PLEASE HAVE YOUR BANK USE THIS FORMAT OF THE GUARANTEE LETTER) Fax all letters to (817) 834-4075.

3. SALES TAX - Sales tax will be charged and collected on all purchases as required by appropriate state/local laws. Sales tax exemption number, where applicable, must be presented at the time of bidder registration. To qualify for any available exemption, Buyer must sign any required form.
4. ADDITION TO OR WITHDRAWAL FROM SALE - The Auctioneer reserves the right to withdraw from sale any of the items, to sell at this auction items not listed, to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. The Auctioneer also reserves the right to sell all of the items listed in bulk.
5. DISPUTE BETWEEN BIDDERS - If there is any dispute between two or more bidders, the Auctioneer may decide the sale or may resell by immediately putting the lots up for sale again. The decision of the Auctioneer shall be final and absolute.
6. CONDITIONS OF ITEMS SOLD - All information is believed to be accurate, but the Auctioneer shall not be responsible for the correct description, authenticity, genuineness of or defect in any lot, and makes no warranty in connection therewith. No allowances will be made or sale set aside on account of any incorrectness, error in cataloging or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as is" and without recourse.
7. BIDS - Absentee bids may be presented to the Auctioneer in writing and must be accompanied by 25% of your bid in certified funds with full payment due one day after notification of your successful bid. Said bids are subject to all terms and conditions of sale as listed herein or announced at the auction sale. All absentee bids will be held in confidence. Auctioneer may have a principal interest in this sale. Seller reserves the right to bid at this auction.
8. COMPLIANCE WITH THE TERMS OF SALE - In default of payment of bills in full within the time announced for this auction the Auctioneer, in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise as liquidated damages. Lots not paid for within the time specified herein may be resold at public or private sale without further notice. Any resulting deficiency together with all expenses and costs of re-sale will be the responsibility of the defaulting purchaser. Each Buyer in making a bid does herewith agree to comply with the terms and conditions as herein stated and as otherwise set forth. The failure or default by a successful Buyer to fully comply with the terms and conditions herein will be treated as an immediate breach and the deposit as made retained and

applied toward any deficit in additional costs or charges as incurred to effect the resale of that property at private or public sale. There shall be no further notice required to the Buyer once a default has occurred. The obligation of the Buyer shall be for costs as incurred, plus any deficit included arising from the Buyer's default.

9. AUCTIONEER - The Auctioneer when acting as Agent is not responsible for actions of its Principals.

10. OWNERSHIP - All items become the sole responsibility of the purchaser immediately at knockdown. Although the Auctioneer will exhibit reasonable care to safeguard purchases, until removed by purchaser, no refunds or adjustments will be allowed for any shortages. If you believe you are entitled to an adjustment to your invoice due to missing or damaged item(s), you or your rigger must report the problem to our on-site supervisor prior to the equipment leaving the building. Once the equipment has left the building, there will be no adjustments. When you hire a rigger, the rigger is acting as your agent. We will not accept that the rigger did not notify you of a missing or damaged item(s) or that it was discovered that an item(s) was missing or damaged when your purchases were delivered to your facility. All bidders and riggers must be aware of this policy! If for any reason whatsoever a property as bid cannot be delivered within that period of time of delivery provided for at the sale, the Buyer expressly waives liability on the part of the Auctioneer and further agrees that any obligation with respect thereto shall be limited to the bid and paid for price for said property (assets).

11. REMOVAL - Removal shall be at the expense, liability and risk of the purchaser. Purchases can be removed only on presentation of original bill of sale and only after entire sale is completed. Photostats of bills of sale will not be accepted for removal. Upon failure of purchaser to remove goods within time specified as posted or announced, Auctioneer shall have the option of removing and storing the goods at expense and risk of the purchaser or deeming money deposit forfeited in which case Auctioneer may resell without notice at public sale or otherwise dispose of goods at risk and expense of purchaser. Purchaser shall remain liable for loss, expense and damages arising from the purchaser's default.

12. ABANDONMENT - Purchasers will not be allowed to abandon any purchases or portion of those purchases.

13. NON-DELIVERY RESPONSIBILITY - Auctioneer shall not, in any event, be liable for non-removal or for any other matter, to any purchaser of any.

14. PERSONAL AND PROPERTY RISK - Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release and indemnify the Auctioneer from liability therefore. Neither the Auctioneer nor his Principal or Seller shall be liable by reason of any defect in or condition of the premises in which the sale is held.

15. BUYER'S PREMIUM - Buyer's premium applies to all purchases in the amount stated above.

16. RECORDS - The record of sale kept by the Auctioneer and Bookkeeper will be taken as final in the event of any dispute.

17. NOMINAL BIDS - Any bid which is merely a nominal or fractional advance may be rejected by the Auctioneer if in his judgment it may affect the sale negatively.

18. THE BUYER does hereby assume and does agree to indemnify and hold the Auctioneer and Seller harmless from any future claim, which shall pertain to the fitness or use of that asset as being purchased.

19. ADDITIONAL TERMS AND CONDITIONS - Additional terms or conditions of sale may be added by Auctioneer by announcement or posted on the premises prior to the auction.