Auction Terms & Conditions PLEASE READ CAREFULLY AND COMPLETELY CONTACT JONES AUCTION SERVICE at (920) 261-6820 with QUESTIONS

- 1. Your bid along with these terms creates a legal binding contract between you and Unified Jones Auction & Realty, LLC. All items sell As Is, Where Is, No Exceptions w/No guarantee or warranty.13% Internet Premium and the 5.5% Wisconsin Sales Tax applies. We accept Visa and MasterCard. All licensed items, vehicles, trailers, motorcycles, etc. will be charged sales tax. If you are claiming tax exemption a copy of your certificate of exemption is required to be on file at Unified Jones Auction & Realty, 818 North Church St, Watertown, WI office prior to the close of the sale by faxing it to (920) 261-6830 or emailing to info@jonesauctionservice.com
- 2. Online/Internet Bidding Only: Under no circumstances shall the bidder have any kind of a claim against Unified Jones Auction & Realty, LLC, the seller, the internet bidding platform company or anyone else if the internet service fails to work correctly or for any computer interruptions.
- 3. Online Bidding Requirements: All bidding will be online bidding only at www.jonesauctionservice.hibid.bom and requires a valid credit card to register. We accept Visa and MasterCard. Upon registering, you will be approved for bids up to and including \$5000. If you foresee bidding over \$5,000, a Bank Letter of Sufficient Funds is required to be on file at our Unified Jones Auction & Realty prior to being approved to bid over \$5,000. Upon receipt of your bank letter your bid permission will be increased to the amount written on your bank letter. Letter may be faxed to (920) 261-6830, emailed to info@jonesauctionservice.com or dropped off at 818 N. Church Street, Watertown, WI office during normal business hours of 9-5, Monday thru Friday. Any requests for bidding over \$5,000 will be "Pending" until your bank letter is received. A printable bank letter template is available at www.jonesauctionservice.com
- 4. Buyer is responsible for the complete removal of buyer's purchases. Buyer accepts full responsibility for any personal injury to himself or his agents and any property damage incurred on pick up premises. Seller, auctioneers and buyer expressly agree that the buyer is responsible for and agrees to indemnify seller, auctioneers and their respective affiliates for any and all damages (whether based on contract, tort, warranty, negligence, strict liability or any other legal theory, and including special, incidental and consequential damages), losses, expenses, attorney's fees, court cost, etc. that arise out of or result from the removal, possession or use of any items purchased at auction, or any other claim regarding the use or possession of any asset purchased at auction. Your bid is a legal binding contract between you and Unified Jones Auction & Realty, LLC. All sales are final and sold As Is, Where Is, without warranties or guarantees of any type and with all faults-No Exceptions. Auctioneers and seller expressly disclaim and exclude the implied warranties of merchantability and fitness for a particular purpose. Bidders should satisfy themselves as to the usefulness and value of each item. Any statement in the description regarding the items to be sold should be considered a guide and a guide only. Any error in description does not relieve the buyer or his/her agent of their responsibilities. We make every effort to provide complete and accurate descriptions of all items offered. You are responsible for your own inspection during scheduled preview dates. No warranty of quality, condition, merchantability, or fitness for intended use is given. All information contained on any website description is believed to be true and correct to the best of our knowledge and ability, BUT IS NOT GUARANTEED. Please contact us at (920) 261-6820 prior to bidding with questions. Merchandise becomes the full responsibility of the buyer at

the time of purchase. Buyer assumes all risk of loss or damage while equipment is on our premises or in our possession.

- 5. Under no circumstances shall the bidder have any kind of claim against Unified Jones Auction & Realty, LLC, the seller, the internet bidding platform company or anyone else if the internet service fails to work correctly or for any computer interruptions.
- 6. All items are offered for sale to qualified purchasers without regard to prospective purchasers race, color, sex, marital status, religion or national origin
- 7. Auctioneers are licensed by the Wisconsin Department of Licensing & Regulation.
- 8. All buyers must acknowledge and accept the Terms and Conditions provided at the time of online registration. Your bid is a contract to purchase should you be the winning bidder. Absolutely NO REFUNDS. We make every effort in preparing the catalog to provide accurate descriptions of all items. All property is sold As Is and it is the bidder's responsibility to determine the exact condition of each item. Please call with any questions prior to bidding; (920) 261-6820
- 9. At the close of the sale, Unified Jones Auction & Realty, LLC will send your invoice to the email address used to register. Your invoice will include the total winning bid price, the 13% Internet Premium, the 5.5% Wisconsin Sales Tax and if applicable a \$20 wire transfer fee. Payment is due in full upon receipt of your invoice and within 24 hours of the close of the sale. (Please see Shipping Options if you are requiring shipping services).

PAYMENT OPTIONS:

1. Credit cards will be charged following the close of the auction for the invoice total, internet premium and 5.5% WI sales tax unless bidders notify us prior to the end of the auction of their desired payment method. No items will be released until payment is made in full with cleared funds. No Exceptions.

Accepted payment options are: Cash; Visa or MasterCard for purchases up to and including \$5,000 (No credit card payments accepted at pickup location); or wire transfer. Wire transfers will be assessed a \$20 handling fee, please contact us for instructions. Personal or business checks only accepted if accompanied by a letter of sufficient funds from the bidders bank. No money orders accepted. Sorry no out-of-state checks accepted. Payments by cash or check will be accepted when you pick up your item(s). No credit card or wire transfer payments accepted at pickup location.

TITLED VEHICLES: If paying for a titled vehicle with check, no titles will be given to buyer until funds clear through the financial institution approximately 7 to 10 business days after the check is deposited.

2. At the close of the auction, Unified Jones Auction & Realty, LLC will send out your invoice to the email address used to register. You will be invoiced for your purchase, the 13% Internet Premium, the 5.5% Wisconsin Sales Tax, and any applicable transaction fees. Any items not picked up by the end of the day of the last scheduled pick up date or by appointment shall be forfeited by the buyer and will no longer be considered their property unless prior arrangements are made. However; the bidder shall still be responsible for the final bid price of the items that were bid on plus the the 13% Internet Premium, the 5.5% Wisconsin Sales Tax, and any applicable transaction fees. NO REFUNDS will be given.

3. A 13% Buyers Premium and 5.5% Wisconsin Sales Tax will be added to your total. Wire transfers will incur a \$20 wire transfer fee. PLEASE NOTE: A \$25 service fee will be charged to any account whose credit card on file is declined and requires additional time and telephone contact to establish payment for merchandise. Please contact our office immediately at (920) 261-6820 if you know that you need to use an alternative credit card.

SHIPPING AVAILABILITY and OPTIONS:

- 1. Select items, up to 70 pounds, will be available for shipping if required with all packaging and shipping charges being the buyers responsibility. Shipping for larger items will not be offered and it is the sole responsibility of the buyer to coordinate transport arrangements. Questions about shipping availability should be directed to info@jonesauctionservice.com or call us directly at (920) 261-6820.
- 2. We use the UPS Store for all packaging and ship items UPS Ground with packages insured up to \$100.00 at no extra charge. However; any desired additional insurance will be charged to the buyer. It is the buyers responsibility to notify us within 1 day of the close of the auction if you desire to add more insurance. After payment for your items, items will be taken to the UPS Store for packaging. When the total packaging and shipping charges are calculated your credit card on file will be charged for this amount.
- 3. We ship 7 10 business days after the close of the sale. Local pick up is also available. Scheduled Local Pick-up Dates: Thursday, October 4 from Noon-5PM and Friday, October 5, 2018 from 9AM-5PM or by scheduled appointment. Pick-up location is at Jones Auction & Realty Office located at 818 N. Church Street, Watertown, WI 53098.

TRANSPORT FEE: The fee charged for transporting sold items from the auction site to the shipping company for packaging will be billed at the following rate and added to your packaging and shipping charges: \$5.00 per item for small sized items \$10.00 per item for medium sized items \$20.00 per item for large sized items It will be the auction company decision to determine the size of the items

If you do not understand these terms or the bidding platform, DO NOT BID. Contact us at (920) 261-6820. We are happy to assist you and answer your questions.