

## **TERMS & CONDITIONS:**

1) All Bidders and attendees of this auction sale agree that they have read and fully understand the Terms and Conditions of this auction sale. Westbrook Engineering and seller makes no warranties as to descriptions or usefulness of the items purchased. The Buyer accepts all faults and that all items are bought "As Is" with all faults and no Warranties of Marketability or Use.

2) IDENTIFICATION: All participants are required to register prior to becoming an "Approved Bidder." All Participants are required to give full name; permanent street address (P.O. Boxes will NOT be accepted or approved); phone number(s); email address, valid credit card and business name. Subsequent to registration on Bidspotter, approval to bid is at our discretion. Purchases may be removed only on presentation of paid bill. Removal shall be at the expense, risk and liability of the purchaser. Westbrook Engineering shall not be responsible for goods not removed within the time allowed.

3) PAYMENT: Each Buyer is required to make full payment within 48-hours of the close of the auction in U.S. funds in cash, cashier's check, wire transfer, certified funds or company check with your bank's letter of guarantee to Westbrook Engineering, for the full amount of the bid price plus buyer's premium and any applicable sales taxes prior to the removal of any lots purchased.

4) A BUYER'S PREMIUM WILL BE CHARGED AT THIS SALE: The buyer's premium rate for this auction sale will be Fifteen Percent 15% if payment is made by Cash, Cashier's check, Wire Transfer or Certified Funds. A Eighteen Percent 18% buyer's premium will be charged if paying by credit card.

5) SAFETY DEVICES: Articles purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OSHA or otherwise. It is purchaser's responsibility that articles purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation

6) INDEMNIFICATION: Purchaser shall defend and indemnify and hold Westbrook Engineering and seller harmless from and against all claims and liabilities relating to the condition of, removal of, or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state, and local laws applicable to such articles, including OSHA requirements, and Environmental Protection Agency requirements, or for proximate or consequential damages, costs or legal expenses arising there from.

7) CONDITION OF ARTICLES SOLD: "AS-IS, WHERE-IS", with all faults and without recourse. ALL SALES ARE FINAL! Bidder acknowledges they have had the OPPORTUNITY TO INSPECT the item(s) prior to the sale and hereby releases Westbrook Engineering and seller from any and all responsibility with respect to description or condition of the item(s) being offered at this auction.

8) ADDITION TO OR WITHDRAWAL FROM SALE: Westbrook Engineering and seller reserve the right to withdraw from the sale any property listed and also add property not listed to this sale. Westbrook Engineering may group lots or subdivide lots in order to benefit the seller. Westbrook Engineering reserves the right to sell the property listed in bulk, or to alter the order of sale. All items are subject to prior sale.

9) CLAIMS: No claim of any nature against Westbrook Engineering or seller will be allowed after removal of the assets from the premises, including but not limited to any claims for personal injury, property damage, or for incidental or consequential damages.

10)RESPONSIBILITY FOR NON-DELIVERY: Westbrook Engineering and seller are not liable, in any event, for the non-delivery to a buyer of any lot purchased. The buyer's sole remedy in the event of non-delivery shall be a return of the buyer's payment. Westbrook Engineering and seller shall not be responsible for any other damages of any kind.

11)RISK TO PERSON AND PROPERTY: Persons responsible for removal of goods assume all risks of damage of or loss to person and property and specifically release Westbrook Engineering and seller from liability therefore. Neither Westbrook Engineering nor the seller shall be liable by reason of any defect in or condition of the premises on which the sale is held.

12)CONTRACT MOVERS: If purchaser wishes to hire or contract with a machinery mover, rigger or other type of outside contractor, proof of PROPER INSURANCE must be forwarded to Westbrook Engineering protecting Westbrook Engineering and the people or company that Westbrook Engineering are conducting the sale for against any or all claims arising from personal injury and/or property damage created by their actions. This requirement is for Westbrook Engineering's protection - NOT FOR THE PURCHASER'S therefore Westbrook Engineering suggests that the purchaser review the insurance policies of the machinery mover regarding the coverage that they have protecting the purchaser and damage or loss of the equipment they may be moving for the purchaser.

13)ADDITIONAL TERMS AND CONDITIONS: Westbrook Engineering may add other terms and conditions of sale, such additional terms and conditions to be announced prior to the auction.

14)RESERVE: Westbrook Engineering reserves the right to reject any and all bids. On lots upon which there is a reserve, Westbrook Engineering, shall have the right to bid on behalf of the seller.

15)CONSENT TO SUIT IN MICHIGAN: The buyer acknowledges that this agreement shall be interpreted in accordance with the laws of the State of Michigan, and shall bind and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. The exclusive venue for any controversy or claim between the parties will be Macomb County, Michigan.

**Registration Email notes:**

Thank you for registering for the Westbrook Engineering online auction of

You will receive an email back from Westbrook Engineering stating your approval to bid shortly.

Should you have further questions or concerns please contact Westbrook Engineering toll free at 1-800-899-8182 and ask for Marty or Cindy.

**Winner email notes:**

Payment terms:

Cash, cashier's check, wire transfer, certified funds, credit card.

Buyers Premium: 15%, 18% with credit card.

NO PAYMENTS will be accepted at auction site. Payments must be made in full to Westbrook Engineering prior to removal.

Our banking information for wire transfers is as follows:

Chase Bank  
45303 Van Dyke  
Utica, MI 48093  
(586) 726-3375

Routing No.: 072000326  
Account No.: 772107835

Please call 1-800-899-8182 With any questions you may have. Ask for Martin or Cindy.