TERMS AND CONDITIONS

Please read the full terms CAREFULLY- 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.

16% Internet Premium, 5.5% Wisconsin Sales Tax applies for all items with the exception of vehicles.

Vehicle(s) purchased will be at a 10% Internet Premium for cash payments or 13% Internet Premium for credit card payments. 5.5% Wisconsin Sales Tax applies for the vehicles-No Exceptions. Adjustments will be made on final invoices following the closing of the auction. All licensed items such as vehicles or trailers WILL be charged sales tax.

Online Bidding Requirements: All bidding will be online bidding only at <u>jonesauctionservice.hibid.com</u> and requires a valid credit card to register. Approval to bid requires additional bidder steps prior to approval. Upon registering, you will be approved for bids up to and including \$5000. Interested bidders are required to submit a Bank Letter of Guarantee/Validation of Funds to Unified Jones Auction & Realty, LLC for purchases over \$5000. Letter may be faxed to (920) 261-6830, emailed to <u>info@jonesauctionservice.com</u> or dropped off at our 818 North Church Street, Watertown, WI office during normal business hours of 9-5, Monday thru Friday.

Upon registration, your request to bid will be Pending until we receive your information.

PAYMENT OPTIONS:

Successful bidders are responsible to contact us within 24 hours of the end of the auction to verify method of payment. No items will be released until payment is made in full with cleared funds. No Exceptions.

Accepted payment options are: Cash at pickup; Visa or MasterCard for purchases up to and including \$5,000 by contacting us at (920) 261-6820 (No credit card payments accepted at pickup locations); or wire transfer. Wire transfers will be assessed a \$20 handling fee, please contact us for instructions. No personal checks or money orders accepted.

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 internet premium, and 5.5% Wisconsin sales tax.

Item(s) Pickup: Items can be picked up at the storage unit located at 1014 S 5th Street, Watertown, WI 53094. Vehicles can be picked up at the former Perkins Restaurant located at 1727 S. Church Street, Watertown, WI 53094.

Pickup is scheduled for the following times: Monday, January 29, 2018; 1 p.m. - 5 p.m. (CT); Tuesday, January 30, 2018; 9 a.m. - 1 p.m. (CT); Wednesday, January 31, 2018: 1 p.m. to 5 p.m. By seller's request, ALL items are to be removed by Wednesday, January 31, 2018. Any items not picked up by the end of the day on Wednesday, January 31, 2018 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 hammer price of the items that were bid on plus the internet premium and 5.5% Wisconsin sales tax. NO REFUNDS will be given. 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, auctioneer and buyer expressly agree that the buyer is responsible for and agrees to indemnify seller, auctioneer 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, Unified Jones Auction & Realty, LLC. All sales are final and all equipment is sold As Is, Where Is, without warranties or guarantees of any type and with all faults. 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 website description is believed to be true and correct to the best of our knowledge and ability, but is not guaranteed. Please contact us 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. Under no circumstances shall the bidder have any kind of claim against Unified Jones Auction & Realty, LLC, the seller, or anyone else if the internet service fails to work correctly. All items are offered for sale to qualified purchasers without regard to prospective purchaser's race, color, sex, marital status, religion or national origin. Auctioneer is licensed by the Wisconsin Department of Licensing & Regulation.

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 bidders responsibility to determine the exact condition of each item. Please call with any questions prior to bidding. A 16% Buyers Premium and Wisconsin sales tax will be added to your total.

SHIPPING OPTIONS:

At buyer's expense shipping is available if you are unable to pick-up your items. Please contact us at (920) 261-6820 at the close of the auction if you will be picking up your items or if you need shipping arrangements.

We ship via UPS within 7-10 business days and use the UPS Store for packaging and ship all items UPS ground. Packages are insured up to \$100 at no additional charge. However; any desired added insurance will be charged to the buyer. You must notify us within 1 day of the close of the auction if you desire to add more insurance. Some items may ship USPS at the discretion of the auction company. At the close of the auction after your credit card payment has been successfully processed, your items will be taken to the UPS Store for packaging. When we have the packaging and UPS shipping charge, your credit card will be charged a second charge for packaging and shipping charge.

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 or shipping. Please contact our office immediately at (920) 261-6820 if you know that you need to use an alternative credit card.