

# AUCTION NOTICE TERMS OF SALE

1. **PLEASE NOTE:** All bidders & other attending this auction agree that they have read & fully understand these terms & agree to bound hereby.
2. **REGISTRATION/IDENTIFICATION.** Prior to beginning at auction, all bidders & purchasers are required to register on a form supplied by the Auctioneer (including full name, address, & telephone) in order to obtain a Bidder's number. This particular Bidder's Number is valid only for this sale date. **ALSO PLEASE NOTE:** Auctioneer may refuse to register to bid, or expel from the auction and site, any person who is disruptive, noncompliant, or previously has caused a problem for the seller or auctioneer.
3. **PLEASE SHOW YOUR BIDDER NUMBER** to the clerk after each purchase to eliminate possible error.
4. **DISPUTE BETWEEN BIDDERS.** If any dispute arises between or among two or more bidders, the Auctioneer may disregard the same, or may immediately put the item or lot up for sale again & resell it to the Highest bidder. The decision of the Auctioneer shall be final & absolute.
5. **CONDITION OF ITEMS SOLD.** Auctioneer is not responsible for the correct description, authenticity, genuineness of or defects in any item or lot & makes no warranties whatsoever in connection therewith, including the fitness of any particular item or lot for any particular purpose. No allowance will be made or sale set aside on account of any incorrect information, error in cataloging, or any imperfections in the item or lot. No deduction will be allowed on damaged articles, as all goods being exposed for public exhibition & sale are sold "**AS-IS – WHERE IS**" & without recourse, unless the same is separately guaranteed in some manner by the Owner. Auctioneer has no liability or responsibility whatsoever & assumes no liability or responsibility for Owner's guarantee.
6. **TIME & MANNER OF SALE.** Complete payment in full on all items or lots sold to the same buyer is **required on the Auction date, & before removal of any purchased items or lots from the premises.**
7. **SALE BY ESTIMATED COUNT, WEIGHT OR MEASURE.** Where items have been sold by estimated count, measure weight & an actual count, measure or weight has been made (before sold items are paid for or removed from the premises) that discloses that either or shortage exists or an excess exists, the Buyer will receive either a reduced rate of purchase or will be required to accept & pay for the excess at the rate of purchase, as the case may be.
8. **RESPONSIBILITY/REMOVAL. Buyer assumes complete responsibility for all items from & after the time that Auctioneer announces "SOLD".** Removal shall be the responsibility of & at the sole cost, expense, liability & risk of Buyer. Items or lots purchased can be removed only on presentation of fully-paid bill. Auctioneer shall not be responsible or liable for goods not removed on the auction sale date. If no so removed, Buyer shall have the responsibility of making arrangements with the Owner to store the purchased property at the expense & risk of Buyer. In no event shall Auctioneer be responsible or liable for the care, condition or delivery of any property left on the premises after such property has been sold to Buyer. Further, if Owner so directs, Auctioneer may resell any such items or lot not for or removed within the time specified herein, without any further notice to the Buyer.
9. **ADDITION TO OR WITHDRAWAL FROM SALE/RESERVE.** Pursuant to Pennsylvania law, Auctioneer reserves the right to withdraw from sale any of the items or lots for sale & also reserves the right to group, multiple lots into a single lot. Auctioneer may sell at this auction items not listed & when the best interest of Seller will be served, the right is reserved to sell all of the assets listed in bulk. **In addition, Auctioneer reserves the right to reject any and all bids.**
10. **PERSONAL & PROPERTY RISK.** Persons attending during exhibition, sale or removal of good assume all risk of damage to property & personal injury to persons & specifically release the Auctioneer from any & all liability therefore, neither the Auctioneer nor the Owner shall be liable by reason of any defect in or condition of the premises upon which the sale is held.
11. **RECORDS.** THE RECORD OF SALE KEPT BY THE Auctioneer & the Clerk will be considered to be final & conclusive in the event of any dispute.
12. **AGENCY.** The Auctioneer is acting as an agent only & is not & shall not be responsible for acts of the Owner.

**Mark Ferry Auctioneers, Inc. AY2076**

**Mark L. Ferry: 724-423-5580**

**Randy Betton: 724-837-7948**

**www.markferryauctioneers.com**