

Company: \_\_\_\_\_ Bidder: \_\_\_\_\_

First Last
e-mail address: \_\_\_\_\_ Driver's License: State # \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address (if above is a P.O. Box): \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Cell:(\_\_\_\_) \_\_\_\_\_

How were you notified? Newspaper \_\_\_\_\_ Brochure \_\_\_\_\_ Internet \_\_\_\_\_ Other \_\_\_\_\_

PERSONAL PROPERTY TERMS & CONDITIONS

ATTENTION: By registering for this auction, you are entering into a written agreement with Stone Auctioneers & Appraisers and the Seller.

REGISTRATION: Bidders represent and warrant that this registration is made for the Bidder alone and not on behalf of any other person.

INTERNATIONAL BUYERS: Prior to being approved, International Bidders must provide a copy of your contract for services agreement and power of attorney with a U.S. Freight Forwarder that is capable of meeting all export licensing requirements.

SETTLEMENT: The United States and State Laws for failure to pay shall apply. The Bidder agrees to make agreed settlement on sale day during or immediately after the auction in U.S. funds, wire transfer, bank-certified check, or company check with bank letter of authorization.

In default of payment and or property not removed within the specified time, the auctioneer, in addition to all other remedies allowed by law, will retain all monies received and resell the property at public sale without further notice.

BUYER'S PREMIUMS: A 12% buyer's premium will apply onsite and a 15% buyer's premium will apply online. These premiums will be added to every purchase to make up the sale total.

SALES TAX: Sales Tax, if applicable, will apply to every purchase. If you are sales tax exempt, you must provide the auctioneer with a copy of your sales tax exempt documentation.

CREDIT CARD TERMS: By accepting the terms of this agreement, the Bidder hereby waves their right to any and all credit card recourse or chargebacks including the credit card company's refund terms.

DEPOSITS: Onsite deposits will apply as posted. Online deposits will be \$500.00. All deposits will apply toward your purchase or will be fully refundable if no purchase is made.

INSPECTION: The Bidder, regardless of onsite or online bidding, agrees to physically inspect the property for its overall condition and to review any written descriptions for accuracy and to rely exclusively on this inspection to bid or purchase at the sale.

NO WARRANTIES: The Bidder, regardless of onsite or online bidding, agrees that property is sold "as-is, where-is" with all faults including that of description errors and or omissions. There are no warranties, representations or guarantees as to quality, character or condition of the property.

MEMORANDA OF SALE: The record of sale kept by the auctioneer or clerk must be taken by the Bidder as absolute and final in all disputes.

ACCESSORIES: All tooling and accessories will be sold separately from the equipment unless otherwise stated.

HOURS ON MACHINES: In some cases machine hours have been listed for the Bidder's convenience. These are the hours that were displayed at the time the property was cataloged. These hours are subject to change and no representation or guarantee of accuracy is made whatsoever by the Auctioneer.

RISK OF LOSS: The auctioneer and seller are not responsible for any lost, damaged or stolen property regardless of circumstance. The Bidder assumes delivery, full responsibility and accepts all risk of loss for any property purchased from the time the auctioneer accepts the Bidder's bid regardless of the check-out or closing process.

CHECK OUT & REMOVAL: The Bidder has no right of abandonment whatsoever. The Bidder agrees to remove all purchased property from the auction site within the specified time announced or posted in the auction catalog. Property not removed within the time specified will be resold or disposed of by the auctioneer or seller without additional notice and in addition to all other remedies allowed by law, the auctioneer will retain all monies received and add any deficiency or expense associated with resale or disposal of the property to the defaulting Bidder.

AUCTION SITE: Bidder acknowledges that the auction site is a potentially dangerous place. Every person attending the auction sale at all times shall be there at their own risk, with notice of the conditions at the premises, the activities on the premises, and the conduct of third parties now given. Bidders shall so advise their agents and employees. The Bidder agrees to indemnify and hold the auctioneer and seller harmless from any claims or damages.

DISPUTES: Any disputes that arise during the course of the sale or pay period shall be decided by the auctioneer. The decision of the auctioneer shall be final and absolute.

COMPETITIVE BIDS: All offerings whether real or personal property are subject to competitive bids. In the event an offering does not have the benefit of competitive Bidders, the item may, at the Auctioneer's discretion, be withdrawn from auction.

CONSIGNMENTS: Auctioneer hereby gives notice to Bidders that some items being sold may be consigned by third parties.

VEHICLE TITLES: All titles are guaranteed within 15 banking days unless otherwise stated.

PICTURES: In some cases, the photographs used may be a representation or place holder only; it may not be an actual picture of the item being sold.

ADDITIONAL: Announcements made by the auctioneer prior to the sale of the personal property shall become a part of this agreement. Although all information has been obtained from sources believed reliable, the auctioneer and seller make no guarantee whatsoever to the accuracy of any printed materials. The auctioneer reserves the right to withdraw items, alter the sale order, accept bids from the seller and group lots as he deems appropriate. Absentee bids will be bid proxy from the auctioneer and staff. The Bidders will not hold the auctioneer liable for the seller's misconduct or negligence in regards to matters of title or failing to close on a sale or failing to disclose defects of any kind including that of hazardous waste. The Bidder will look to the seller in these matters.

I hereby certify that I have read, understood and agree to be bound by the above terms & conditions and any announcements made throughout the auction.

Signature \_\_\_\_\_

Date \_\_\_\_\_

# ABSENTEE BID FORM

COMPANY NAME: \_\_\_\_\_ BUYERS NAME: \_\_\_\_\_

DRIVERS LICENSE No.: \_\_\_\_\_ STATE: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

AUCTION LOCATION: \_\_\_\_\_ AUCTION DATE: \_\_\_\_\_

1. LOT #: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

BID AMOUNT: \$ \_\_\_\_\_

SELLING PRICE: \$ \_\_\_\_\_

2. LOT #: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

BID AMOUNT: \$ \_\_\_\_\_

SELLING PRICE: \$ \_\_\_\_\_

3. LOT #: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

BID AMOUNT: \$ \_\_\_\_\_

SELLING PRICE: \$ \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

To place an Absentee Bid you authorize the Auctioneer to bid on your behalf up to the limit of your bid, using as much of your bid as necessary to maintain your high bid position or to meet any reserve that may apply as long as the auctioneer does not exceed your high bid. Your high bid does not include any applicable buyer's premiums or taxes. **Buyer's Premiums apply to all bidders both absentee and on site as posted for each auction.** You must provide your name, address and phone number along with lot numbers, descriptions and maximum bids. *All sales are final.* We will contact you after the auction to inform you if you were the successful bidder and to arrange for prompt payment and pickup! By signing this document you are agreeing to the terms and conditions of the sale, which are posted on the internet at [www.stoneauctioneers.com](http://www.stoneauctioneers.com) and at the sale site. A copy will be faxed at your request prior to your signature being attached to this document, your signature indicates you are receiving and understanding the sale terms & conditions.

**Complete and Fax Both Forms to: 775-640-8487**

61 Lakeview Ln, Carrollton, AL 35447 • Ph. 205 373 1130 / Fax. 775 640 8487