

Additional Terms

THERE WILL BE NO SHIPPING. All purchases must be picked up onsite at 4551 Kennedy Commerce Drive, Houston, TX 77032. Buyer's must arrange for shipping. There will be no shipping arrangements made by the auctioneer or seller. Removal will be Tuesday, September 24th – Saturday, September 28th from 10AM - 4:00PM. Payment must be made by Wednesday, September 25th. Payment must be made prior to removal of any purchased items.

**Buyer's premium: A 17% Buyer's Premium will be added to all sales.
Credit Card Fee: An additional 3% fee will be charged if paying by credit card.**

Sales Tax: A 8.25% Sales Tax will be added unless a resale certificate is provided prior to payment.

Note: Everything has been described to the best of our ability with regards to condition and descriptions. Call Auctioneer's office for any questions prior to placing bids.

SALE TERMS and CONDITIONS ALL SALES ARE FINAL

1. Buyer (identified below) acknowledges that s/he has conducted a thorough inspection of the merchandise being purchased hereunder. All merchandise is sold in an "AS-IS, WHERE-IS, and AS INSPECTED" condition WITH ANY AND ALL FAULTS. The Seller (identified below) makes no warranties or guarantees, expressed or implied, as to the genuineness, authenticity or merchantability of, or defect in any item, and will not be held responsible for any discrepancies or inaccuracies in any printed materials or otherwise. No warranties are made as to the merchantability of any item or its fitness for any purpose.
2. Payment must be made by Buyer to Seller the day of sale and prior to any removal of any item purchased hereunder by cash, wire transfer, certified check, or "Bank Letter of Guarantee" in a form acceptable to the Seller, Visa, MasterCard or American Express. When paying by credit card, Buyer is waiving any and all rights to initiate a credit card charge-back against the transaction and or the Seller. Credit card transactions will appear on the Buyer's credit card statement as: Eaton Hudson. If paying by wire transfer the buyer has 48 hours to complete the transaction. Any wire transfer payment not received within seven (7) days of the sale date constitutes a breach of this contract.
3. Applicable state sales tax will be added to all purchases. Exempt Buyers must provide a copy of their sales tax-exempt certificate to the Seller at the time of purchase. Seller will retain this copy of the certificate for the sales records. Buyers unable to provide a copy of this tax-exempt certificate to Seller at the time of purchase must pay all applicable taxes and seek refunds through appropriate government agencies. Seller will not provide a tax refund.
4. Ownership title passes to Buyer upon the execution of this agreement and Seller's receipt of the payment referred to in Section 3 hereof, and thereafter the property is at the risk of the Buyer, and the Seller shall not be responsible for the loss or damage due to theft, fire, breakage, or any cause whatsoever, however occasioned.
5. Removal of the item purchased hereunder shall be at the sole expense, liability and risk of the Buyer and be completed by the date listed on the sales invoice. Buyer is responsible for providing all labor, material, insurance and equipment (forklifts, dollies, ladders, tools etc.) to properly execute removal and Buyer shall comply with all applicable laws and regulations related thereto. Before entry into the Building for removal by Buyer its agents, employees or contractors, Buyer is solely responsible to provide any personnel, equipment or material needed to pick up purchases and shall assume all responsibility for the removal of any item of property purchased at the sale and any and all risks associated with such removal including, without limitations, the responsibility for providing licensed and bonded professionals to ensure proper water, gas and/or power disconnections, and full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Buyer or any of Buyer's employees, agents and/or contractors during pick-up and removal. Buyer and its agents and contractors shall not unreasonably interfere with Seller's business operations in the Building. Buyer agrees that in the event purchased merchandise contains any environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Buyer shall provide to Seller evidence reasonably acceptable to Seller that Buyer or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Seller, its agents or representatives will not be responsible for containment, storage or removal of hazardous material. Buyer must remove all purchased items.
6. Seller shall not be responsible for non-delivery to any Buyer of any item other than to refund the sum paid on any item, should Buyer be entitled to said refund due to Seller error.
7. The Seller reserves the right to withdraw any listed item from the sale, to sell items that are not listed, to group one or more items into one, to subdivide items and to sell any/all items in bulk.

8. In the event the Buyer fails to comply with any of the terms and conditions of the sale, the Seller may collect from Buyer damages. Buyer agrees to pay any and all charges and expenses incurred by reason of any breach of the terms and conditions of this sale, including, without limitations, reasonable attorneys' fees and reasonable attorneys' fees on appeal. Any merchandise remaining at the removal site after the allotted removal period will be considered a breach of contract. All rights to merchandise will be forfeited, all monies, including any Letter of Credit, will be retained by Seller and merchandise will be re-sold or otherwise immediately disposed of at Buyer's expense and Buyer shall not be entitled to any monies associated with the sale of such merchandise. Buyer will lose any right, title or interest Buyer may have acquired and the merchandise shall revert and repossess to the Seller without further notice to Buyer. Any disputes between the Buyer and the Seller must be filed and litigated in Salem, MA, without regard to choice of law provisions, and each party irrevocably submits to the jurisdiction of the Massachusetts courts in any such action, suit or proceeding. The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Massachusetts. In the event any action, proceeding or hearing is required to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover its costs and expenses incurred therein, including reasonable attorneys' fees and reasonable attorneys' fees on appeal. Bidders must bid only on those items they are prepared to pay for and remove in accordance with the terms and conditions of this sale.

9. All items awarded to high bidders are contractually theirs and must be paid for by the Final Payment Date and removed by the Final Removal Date. **IN THE EVENT PURCHASER FAILS TO PERFORM CONTRACTUAL OBLIGATIONS (PAYMENT AND REMOVAL) AS SPECIFIED IN THESE TERMS AND CONDITIONS, THE FOLLOWING ACTION APPLIES: PURCHASER WILL AUTOMATICALLY BE PLACED IN DEFAULT. THIS IS YOUR OFFICIAL NOTICE OF DEFAULT.** Upon default, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which default has occurred. EATON HUDSON will re-market and re-sell this property. Failure to pay invoices in full by the Final Payment Date in accordance with payment terms will subject Bidder to pay as Liquidated Damages a sum equal to the lesser of (1) 20 percent of the invoice price of the item(s) as to which the default has occurred, or (2) the full amount of the difference between the original invoice price and the re-sold price plus any expenses incurred to re-market or re-sell these items. **IF EATONHUDSON HAS NOT RECEIVED PAYMENT FOR WINNING BIDS WITHIN 24 HOURS OF THE FINAL PAYMENT DATE, THE BIDDER AUTHORIZES EATONHUDSON TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.** Failure to remove items by the Final Removal Date in accordance with removal terms will subject Bidder to pay as Liquidated Damages the full amount of the expenses incurred to store or transport items until they are re-sold. **IF BUYER HAS NOT REMOVED ITEMS WITHIN 24 HOURS OF THE FINAL REMOVAL DATE, THE BIDDER AUTHORIZES EATONHUDSON TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.**

10. These written terms and conditions of sale supersede any other terms and conditions, either written or verbal and cannot be modified. The terms of this agreement are for the benefit of Seller and Buyer and no third party shall have any rights hereunder.

11. Buyer shall not permit any liens to stand against the Building or any property related thereto or any portion thereof for any work done in the removal. Without limiting the foregoing, Buyer shall, at its sole expense and within ten (10) days after receipt of written notice from Seller, cause any outstanding lien to be satisfied and released of record or transferred to bond in accordance with applicable law.

12. Buyer shall indemnify and hold Seller harmless from and against any and all loss, damage, liability or claims (including, without limitation, costs and expenses of litigation and reasonable attorney's fees [collectively "Claims"]) arising from or connected with this agreement, except to the extent such Claims are due to Seller's gross negligence or willful misconduct. Purchaser does hereby indemnify and hold harmless auctioneer and seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by the removal of items purchased and therefore will not be liable for anyone getting hurt.

13. If for any reason whatsoever, Seller is unable to effect delivery of any purchase or clear title to the same, or any necessary documentation required in respect of any purchase, whether before or after delivery of such purchase, Seller's sole liability, if any, shall be the return of any monies paid on such purchase upon its return to Seller. Any purchase the subject of this paragraph shall be returned or surrendered to the Seller forthwith upon demand, such demand to be at the sole option of the Seller.

14. You are signing a written, binding contract signifying that you have read these terms and all posted terms and agree to the terms and conditions of the sale. If you do not agree or understand the terms and conditions of the sale, please return your bid card to registration. The sales invoice identifies the merchandise being sold to Buyer and the date by which such merchandise must be removed.