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Auction Terms and Conditions

1. PURCHASE APPROVAL

- a. Any Buyer, whether in person or online, **MUST sign and return** this **Auction Terms and Conditions** prior to the start of auction. Online buyers must fax this signed document to 636-744-1403.
- b. **Online Buyers must receive pre-approval from Stuart B. Millner & Associates [SBMA] for online purchases** by submitting in a timely manner to **SBMA** a Letter of Guarantee indicating Buyer's credit limit from their bank or financial institution on letterhead from said institution. Provision of the Letter of Guarantee neither signifies nor ensures Buyer pre-approval. Pre-approval is contingent upon receipt by **SBMA** of: (a) the Letter or Guarantee, and (b) a signed copy of this document; and is granted solely at the discretion of **SBMA**.

2. PAYMENT TERMS

- a. Payment may be made by cash, cashiers check, wire transfer, or company check. All checks must be accompanied by a letter from the payer's bank guaranteeing unqualified payment to: **Stuart B. Millner & Associates**.
- b. Payment in full is due upon receipt of invoice.
- c. All methods of payment should be made payable to **Stuart B. Millner & Associates**.
- d. If wire transferring please ask for information at registration desk or call office for instructions at 636-744-1400.
- e. No equipment may be removed until complete settlement is made with cleared funds. Each buyer is responsible for the complete removal of their purchase.
- f. Each buyer shall be responsible for payment of any city and/or State sales tax that applies.
- g. 12% Buyer Premium will apply to on-site buyers and a 15% Buyer Premium for online buyers.
- h. Buyer is entirely responsible for any customs or duty issues and/or payments.

3. CONDITIONS OF SALE

- a. All items up for auction will be sold to the highest bidder in accordance with the Auctioneer's Customary Terms of Sale.
- b. If for any reason an item shall become non-deliverable, **SBMA/Seller** shall not, in any event, be liable for non-delivery, or for any other matter or thing, to any Buyer of any lot, other than for the return to the Buyer of monies actually paid to **SBMA/Seller** for said lot, should the Buyer be entitled thereto.
- c. **Stuart B. Millner & Associates** expressly reserves the right to determine the manner of conducting the auction and to sell items by individual or group lots, as it may deem appropriate.
- d. The Auctioneer and Seller disclaim all warranties, expressed or implied, about the merchantability of the items and their fitness for a particular purpose.
- e. **Stuart B. Millner & Associates** assumes no liability for error or omissions in the brochure or auction.
- f. The buyer/rigger is responsible for all waste/oil/substance in the removal of assets, along with all messes made while doing this process.
- g. Buyer/rigger **MUST** bring a copy of liability insurance in order to bring equipment in for removal.
- h. All sales are made "as is, where is" and the Buyer acknowledges having inspected the property and to be satisfied with same.
- i. All sales are final.
- j. All items **MUST** be picked-up by the last checkout date or they will be forfeited with no refund.
- k. Stuart B. Millner & Associates shall not be responsible for any property or bodily damages howsoever caused, arising from the pick up or transport of the property and all risks relating thereto are fully assumed by Buyer to the complete exoneration of Stuart B. Millner & Associates.
- l. The Buyer will comply with all United States of America Export Administration Regulations, the Export Administration Act or any order, license, License Exception, or other authorization issued there under.

I, the undersigned, have read and agree to the above terms and conditions.

BUYER'S SIGNATURE

DATE

FOR OFFICE USE ONLY

BUYER #