

AUCTION TERMS & CONDITIONS:

PLEASE READ ALL OF THE AUCTION TERMS AND CONDITIONS.

LEGALLY BINDING AGREEMENT AS A BIDDER

- Your BIDDER registration with Weishaar Auction Service it is your acceptance to all the terms and conditions of this auction and you acknowledge that you are entering into a legal and binding contract. You agree to abide by all terms and conditions and you acknowledge receipt of all explanations and information made available by Weishaar Auction Service, LLC.
- As the “BIDDER” entering into this Agreement, you as the “BIDDER” hereby certifies that you are at least 18 years old and under no legal limitations as the BIDDER to enter into this binding contract.
- By registering as a bidder, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.
- Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations. Purchaser shall be responsible for all attorney’s fees and costs incurred by WEISHAAR AUCTION SERVICE in the event a buyer default.

ABSENTEE BIDDER NEED TO CALL 24-HRS BEFORE SALE BEGINS

- **Any absentee bids or phone bidding need to be received prior to the sale, not the morning of. Please call Weishaar Auction Service to leave your absentee bids and or phone information that we will be calling. 701-872-5299**
- This allows time to verify bidder and if any further information is needed.
- **Registration DAY OF SALE is prohibited** unless you have made arrangements with Weishaar Auction Service at least 24-hrs prior to sale day.

INSPECTION OF ITEMS BEFORE BIDDING

- Inspection is highly recommended! While photos are provided for you to see the selling items, we also recommend a personal inspection on the item(s) you are bidding on. Bidder agrees and acknowledges that any photographs or images with respect to auction goods may not accurately depict the true condition of the machinery or equipment. You acknowledge that you have the right, responsibility, and opportunity to inspect the item(s) personally, or to have a third-party representative inspect the item(s) for you. By bidding on such item, you have agreed to accept that item in its present condition at its present location and with the description provided whether accurate or not.
- You agree to purchase and accept the item in an **AS-IS condition**. We do not warrant the condition of equipment or units sold, nor the accuracy of descriptions. Serial and vehicle identification numbers are provided in descriptions but recommended a verification by inspection.

- **ALL items are sold “As Is-Where Is.” No warranties are expressed or implied to any items being sold.** ANY IMPLIED WARRANTIES BY STATUTE OR COMMON LAW ARE HEREBY EXPRESSLY WAIVED.
- Information on items is obtained by us from the sellers and you hereby agree to hold harmless Weishaar Auction Service and our Employees for any errors or omissions regarding the item(s) being sold. This information includes but is not limited to year, model, machine or engine hours, physical condition, options, features and other data pertinent to the value of the item. All items are sold As-Is-Where-Is unless specific factory or seller issued warranties are listed in the item description.

SALE ORDER

- Auctioneers reserve the right to determine the order of the items closer to day of sale or sale day, which may differ from previously viewed material.

DISPUTE BETWEEN BIDDERS

- The auctioneer shall designate the Purchaser after each item of merchandise is auctioned. If a dispute arises between two or more bidders, the Auctioneer reserves the right to re-open bidding. The Auctioneers' designation of a buyer shall be final.

PAYMENT

- **All payments must be made in U.S. dollars** day of the sale. Bank Transfers can be done the next open bank business day by 9:00am.
- Cash or check payments will not be accepted during **loadout** unless meeting with auction personal from Weishaar Auction Service at location of item.
- **Acceptable forms of payment:**
 - Personal Check or Cashier's Check (hand delivered or by certified USPS mail)
 - Cash (hand-delivered to meeting location with auction personal)
 - Credit Cards: Only - Visa, Mastercard, Discover. This will also require additional 4% Buyers Fee on full purchase amount. *(please call auction company)*
 - Bank Wire Transfer ***(please call for wire instructions 24hrs ahead of the sale day!)***
- You the Purchaser agree to make payment for all purchases in US funds.
- All NSF checks will be charged a \$30 fee
- No items will be released until full payment clears our office.
- Failure to comply or pay for the winning bid lot may result in legal action. You the Bidder, now known as the Purchaser agrees that as the Purchaser you shall pay for all costs and expenses incurred by Weishaar Auction Service in connection with enforcing the terms of this Agreement, including collecting all sums owed by Purchaser, including actual fees charged by a collection agency, attorney fees and any other charges allowed by applicable statute whether or not a lawsuit has been initiated.

BUYERS PREMIUM - No Buyers Premium at On-site Auctions Only

SALES TAX

- All appropriate state sales tax laws apply per the location of possession, seller, and type of equipment. Please note some states require sales tax to be charged on all online consignment, online or live auctions and online buyer's premium some items may or may not qualify for an exemption.
- ND Streamlined Tax Forms: <https://www.tax.nd.gov/forms>
- SD Streamlined Tax Forms: <https://dor.sd.gov/businesses/taxes/sales-use-tax/#certificate>
- Non-participating states require exemption forms specific to their state. Weishaar Auction will provide a link within a purchaser's email message when applicable for auctions in non-member states. As state sales tax laws vary for international buyers and the use of exemptions, please contact our office with any questions. Alternative documentation may be required.
- If you have any questions about sales tax, please contact the appropriate state government agency for that location or contact our office.

WORKING AGENTS FOR THE SELLER

- Weishaar Auction Service and its Employees act merely as agents for sellers.

NO WARRANTIES or GUARANTEES – Equipment sells “As Is, Where Is”

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