

# PEAK AUCTIONEERING TERMS & CONDITIONS

Bidding and acknowledgment will be made by **BID NUMBER ONLY**. Please register and sign a buyer's contract with the clerk. **Payment must be made in full on the day of purchase.** Payments may be made with cash, certified funds, or a check accompanied by a letter from your bank guaranteeing payment to **PEAK AUCTIONEERING**. For this particular auction we accept personal or company checks, MasterCard, Visa, Discover or American Express credit cards. Checks will be captured electronically and settled within two banking days...please keep this in mind when writing a check.

All statements made the day of auction take precedence over printed material. **Ownership title passes upon the fall of the Auctioneer's gavel (or the auctioneer says SOLD), and thereafter the property is at the risk of the buyer, and neither the Seller nor the Auctioneer shall be responsible for the loss or damage to any article due to theft, fire, breakage or any cause whatsoever, however occasioned, including damage incurred during the process of removal from the auction site.**

1. While descriptions are believed to be correct, the Auctioneer and the Owner make no warranties or guarantees, expressed or implied, as to the genuineness, authenticity of, or deflection of any lot, and will not be held responsible for advertising discrepancies or inaccuracies.
2. All items are sold "as is" and neither PEAK AUCTIONEERING, nor the Seller, make any express or implied warranties or representation of any kind or nature with respect to the items correctness of, or be deemed to have made any representation or warranty of merchantability, fitness for purpose description, genuineness or condition concerning the property in this catalog or made at the sale or in the Bill of Sale Invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or assumption of liability.
3. Purchaser does hereby indemnify and hold harmless Auctioneer and Seller from any and all damages and claims of any type whatsoever caused during the auction or by the removal of the items purchased.
4. If any dispute arises between two or more bidders, the Auctioneer, at his sole option, may put the lot up again for sale at once and resell to the highest bidder.
5. Buyer acknowledges that sizes and description as set forth in any circular and other advertising may not be accurate and is being sold **AS IS, WHERE IS**.
6. A "Buyer's Premium" will be added to the final bid on each item to become part of the purchase price and to be paid by the purchaser and shall be earned by the Auctioneer at the fall of the hammer. The "Buyer's Premium" is that portion of the commission which is being paid by the Buyer. A 13% Buyer's Premium will be charged on all sales paid for with credit card, check or split payments (IE: cash + check; cash + credit card). Premium will be discounted 3% (10% Premium) for invoices **PAID IN FULL** in cash or with other guaranteed funds.
7. A sales tax will be added to all personal property purchases. Dealers or exempt agencies must provide Peak Auctioneering with a copy of their State tax certificate when registering as a buyer at **EACH** auction attended.
8. It is understood and agreed that **PEAK AUCTIONEERING** is acting as Agent only and shall in no case whatsoever be held liable by either party for the performance of any term or covenant of the agreement or for damages for nonperformance thereof.
9. Bidder agrees that under no circumstances will he/she initiate a chargeback on his/her credit card or cancel payment if payment is made by personal or business check.
10. Buyer acknowledges that he has entered into this agreement as the result of an inspection of said property and that said property is being purchased as the result of that inspection.
11. **HANDLING AND REMOVAL OF MATERIAL FROM THE AUCTION SITE IS THE SOLE RESPONSIBILITY OF THE BUYER.** Employees of Peak Auctioneering ARE NOT required to assist in that process. It is understood that any assistance rendered by Peak Auctioneering and/or its employees is done so at the risk and expense of the buyer.
12. Any unclaimed merchandise remaining after the **MERCHANDISE REMOVAL DEADLINE (announced during the auction)** will be considered abandoned and will be disposed of at the discretion of Peak Auctioneering.
13. This Agreement and all issues and matters related to it will be exclusively construed and governed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties shall be the County of Jackson in the State of Missouri.

**SPECIAL NOTE: You have signed a written, binding contract agreeing to the terms and conditions of this auction, and understand any bid you make falls under State Auction Law and the Uniform Commercial Code (UCC). If you do not agree to the terms and conditions of auction, return your bidding number to the cashier.**