



TERMS AND CONDITIONS
Taff Road Family Trust
Tuesday, October 24, 2023

CONDITIONS OF SALE: Dempsey Auction has entered a contract with the Taff Road family Trust, Seller, TO OFFER AT AUCTION, Assorted Personalty as described by the attached list.

All personal property is selling "AS IS, WHERE IS" free and clear from all liens and judgments. It is offered for sale and sold "AS IS and WITH ALL FAULTS, IF ANY" without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use, purpose or merchantability, concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property, have had the opportunity to inspect the Property and have declined, or have not inspected the Property at all, and in any event, are not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. No claim will be considered for allowance, adjustment, or rescission of any sale based upon the failure of the property to correspond to any particular standard of expectation.

We require all bidders register and obtain a bid number in order to participate in the bidding process. As far as possible, the auction will proceed in numerical sequence; however, it shall be at the Auctioneer's option to consolidate or break down lots or quantities offered and sell lots out of scheduled numerical sequence.

All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during, or after the auction. In the event of a tie bid, the Auctioneer shall have the right to reopen the bidding to determine the highest bidder between the tie bidders only.

The Seller has the right, at their sole discretion, to add or withdraw all or any portion of the property prior to auction on Tuesday, October 24th @ 10:00 am.

While quantities and descriptions are believed to be correct, neither the Auctioneer nor the Sellers make any guarantees and will not be held responsible for listings, or advertisement inaccuracies or discrepancies. Please inspect the merchandise, as no adjustment will be made for errors in descriptions or quantity estimates. **Be sure you bid on the lots you wish to buy. We cannot correct any errors on your part.**

Upon the award of bid, title and all risk of loss, damage to, or destruction of the purchased item, passes to the Purchaser, and the Auctioneer or Seller shall have no liability whatsoever for any damages to or destruction of any such lots. Dempsey Auction Company is not responsible for equipment left on premises upon completion of the auction. Buyers are advised to remove their purchases as soon as possible or obtain insurance for potential loss.

It shall be the prerogative of the Auctioneer, at his discretion, to have the right to call upon any bidder at any time during the auction sale to pay 25% bid deposit of his purchases during the auction sale.

The decision of the Auctioneer shall be final in all matters pertaining to property removal and/or extent of contents of lots sold, etc.

There will be a 10% BUYERS PREMIUM charged on all confirmed sales.

7% Sales tax must be paid on ALL purchases unless you hold a valid sales tax exemption certificate and execute a sales tax exemption form. If purchaser does not know their tax number and can not present their certificate, sales tax will be paid. The sales price consists of bid price plus Buyer's Premium.

VEHICLE TITLES: All vehicle titles will be sent, by certified mail, within 10 business days from sale date. Sales tax **WILL NOT** be collected on vehicle purchases, it will be paid at the time of tag application.

PAYMENT: All purchases must be paid for in full at sales conclusion on sale day. Purchases must be paid for in cash; debit/credit card (3.5% convenience fee); certified check; approved personal or company check- **Driver's license will be required for ALL purchases paid by check or card.** There will be a 10% BUYER'S PREMIUM charged on all confirmed sales. Sales price consists of bid price plus BUYER'S PREMIUM.

TECHNICAL SOFTWARE ISSUES: NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR THE AUCTION COMPANY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Dempsey Auction Company is providing online bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against Dempsey Auction Company or anyone else if the internet service fails to work correctly. Dempsey Auction Company will not be responsible for any missed bids from any source.

CHECKOUT: Removal begins at Auctions Conclusion until 5:00 pm and Wed. Oct. 25th, 8:00 am-4:00 pm UNLESS prior arrangements are made. **YOU MUST HAVE A PAID RECEIPT TO REMOVE ITEMS - NO EXCEPTIONS!!**

BUYER'S NOTE: Dempsey Auction Company and the Seller reserve the right to amend any terms or conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller or the Auctioneer. Neither the Auctioneer nor the Seller makes any warranty or guarantee as to the correctness and completeness of any information. Personal on-site inspection of the property is recommended. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced, and/or distributed information.