

**THERE WILL BE A 10% BUYER'S PREMIUM ADDED TO ALL SALES
4% CHARGE FOR CREDIT CARD PURCHASES
FURTHER TERMS ANNOUNCED AT SALE**

**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.
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: BKHCO INC.
3. 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.
4. 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 (general liability for injury to person and damage to property in an amount not less than \$1,000,000 for each occurrence) and equipment (fork lifts, dollies, ladders, tools etc) to properly execute removal and Buyer shall comply with all applicable laws and regulations related thereto. 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.
5. 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.
6. 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.
7. 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 choose 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.
8. 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.
9. 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.
10. 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.
11. 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.

BUYER:

SELLER:

Date

Print Buyer Name

Buyer Phone Number

BY: _____

Its: Seller's Agent, BKHCO INC