

General Terms and Conditions:

Internet Registration for Online Bidding

Positive ID is required to Bid. Registration on-line with a valid Credit Card (Visa/MasterCard). Your card will be charged \$100 for verification only and will be applied to purchase or reimbursed if no purchases are made. Payment on day of auction by credit card (MC, VS) on file with United Country-A.B. Cole & Associates, Auction & Realty, LLC (UCABC). Upon registering, you will receive an approval from UCABC or Proxi-Bid with your bidder number. To bid, you can then log-in at this auction on Proxi-Bid, go to the listing of items, follow the instructions for placing and submitting your bids. To avoid having to continue to bid, you may add a maximum bid and the computer will automatically bid up to that amount for you until you are outbid. You will be notified if you are outbid at any time. You may then submit another bid and maximum bid again.

IMPORTANT NOTE: IT IS VERY IMPORTANT THAT YOU ADD "admin@abcole.com" TO YOUR APPROVED LIST OF CONTACTS SO THAT YOU RECEIVE OUR EMAILS TO YOU.

18% Buyers Premium -- Virginia Residents will be charged State Sales Tax of 5% unless exempt with appropriate exemption form completed and on file with UCABC.

Pick-up, Shipping and Handling

Paid receipt and ID must be presented for pick-up. Items may be picked up on:

Sunday, Jan. 24, 1-4pm; and Monday, Jan. 25, 9am-3pm.

Packing and shipping is the responsibility of the successful bidder. UCABC does not ship items. We recommend successful bidders needing shipping services contact **Postal Solutions at 757 923-1105** to make arrangements for shipping items. UCABC is not responsible for the acts or omissions in packing or shipping of purchased lots or of other carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots is at the entire cost and risk of the purchaser. If an item is not available for pickup, the buyer must, notify our [customer service team](#) within 24 hours of the pickup date. After 24 hours, the buyer agrees that no adjustment or refund will be made. UCABC and the Seller's liability is limited to the bid price, applicable buyer's premium and sales tax for an item.

REMOVAL OF ITEMS Specific times, dates, and locations are detailed in the "Pick-up, Shipping, and Handling" section of each event. Our clients require very specific, narrow timeframes for removal. With rare exception, the removal dates and times are fixed; we cannot provide either early or late pickup. Buyers must bring personal and moving equipment such as dollies, hand carts, pads and tools necessary to disassemble and safely remove items from the auction site. Buyers who are unfamiliar with the requirements of moving or disassembling items should arrange for professional assistance.

PROPERTY LIABILITY It is the buyer's responsibility to remove merchandise purchased without damage to property. Any damage will be corrected to the satisfaction of the property owner by the buyer. Buyers who are unfamiliar with the requirements of moving or disassembling items should arrange for professional assistance.

1. Please note: All bidders and others attending and participating in this auction whether in person, by internet, or by any other means, agree that they have read and fully understand these terms and agree to be bound thereby.

2. IDENTIFICATION All purchasers are required to have a Bidders Number to bid registering by full name and address and presenting a positive form of ID and other information deemed necessary.

3. BIDDERS DISPUTE If any dispute arises the decision of the auctioneer shall be final and absolute.

4. RESERVE The auctioneer reserves the right to reject any and all bids.

5. WARRANTY All merchandise is sold "as is, where is". There are no warranties expressed or implied and no guarantees. All sales are final. Please inspect items when available and bid accordingly. UCABC assumes no liability for owner guarantee.

6. RESPONSIBILITY Purchaser assumes complete responsibility for items at time the items closes. It is the sole responsibility of the Internet bidder to be familiar with the Internet bidding process.

7. PAYMENT Complete payment in full required day of auction. Nothing shall be removed from premises before settlement. Title passes when purchasers funds clear. For CC users, a pre-auction authorization shall be performed to establish available credit. Nothing will be charged to your credit card until a purchase is made.

8. CLAIMS No claims will be allowed after close of on-line bidding..

9. RECORDS The record of sale kept by the Auctioneer and Accounting Staff will be taken as final in the event of any dispute.

10. PERSONAL AND PROPERTY RISK Persons attending during exhibition, sale or removal of goods assume all risks of damage of, or loss to, personal property and specifically releases the auctioneer from liability therefore. Neither the auctioneer nor his principal shall be liable by reason for a defect in, or condition of, the premises on which the sale is held. If you register for someone else or allow someone else to use your bid number and password, you are responsible for all lots purchased and charges made against that bid number. *Safeguard your bid number and password.*

11. AGENCY The Auctioneer is acting as agent only, and is not responsible for acts of its principals. UCABC and its sellers assume no risk, liability or responsibility for the authenticity of the authorship of any property identified in this catalog. All property is sold AS IS, WHERE IS, and with NO WARRANTY and neither UCABC nor the sellers makes any warranties or representations of any kind with respect to property. Statements in the catalog or made at the sale, bill of sale, invoice or elsewhere shall not be deemed an assumption of liability, warrant, representation as the description, genuineness, attribution, provenance or condition of the property. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored. UCABC and the sellers make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property. Descriptions are believed to be accurate but not guaranteed.

12. BUYERS PREMIUM A 18% buyers premium will be added to each purchase. If you bid \$100.00 at check out you will be charged \$118.00 (Unless otherwise noted in the specific event items).

13. TAX All appropriate Virginia state and local sales taxes are applied to the full purchase price of a lot including buyers premium on all purchases by Virginia Residents. Current Virginia sales tax is 5%. All Dealers must provide a valid sales tax exemption prior to end of auction to avoid sales tax

14. We reserve the right to withdraw any property before sale.

15. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalog.

16. On the fall of the auctioneers hammer or pronouncement of "sold" in any form or manner, title to the offered lot will pass from Seller to the highest bidder acknowledged by the auctioneer, subject to all the conditions set forth herein, and such bidder thereupon assumes full risk and responsibility therefore. We reserve the right to impose a late charge of 1 1/2% per month on the total purchase price if payment is not made in accordance with all of the conditions set forth herein. All property must be removed from the premises by the purchaser at his expense in the timely manner previously set forth. If any applicable conditions herein are not complied with by the purchaser in addition to other remedies available to us and the Seller by law, including with limitation the right to a) hold the purchaser liable for the total purchase price, we at our option may either cancel the sale, retaining as liquidated damages all payments made by the purchaser or b) resell the property at public auction, and the purchaser shall be liable for any deficiency costs, including handling charges, the expenses of both sales, or commission on both sales at option. Payment will not be deemed to have been made in full until we have collected funds

17. INTERNET BIDDING Any auction where Internet bidding/live auction is used, UCABC shall not be held liable for electronic bids not sent, received, or executed.

18. BUYERS CONTRACT Your Internet bids are a contract and you are responsible for honoring them. The internet bidder agrees and acknowledges that all purchases made from this auction website will be charged to their credit card on the day of the auction.

19. TECHNICAL DIFFICULTIES If technical difficulties occur during the closing of an abcole.com sale we reserve the right to extend the closing times/dates as needed.

20. CANCELLATION UCABC reserves the right to: cancel, suspend, extend, or reschedule an individual item and or event.

21. PREVIEW Most events feature a preview, inspection or open house at some point prior to the conclusion of the auction. Approximately, 40% of the bidders attend the preview. When an event does not feature a preview, bidders should carefully consider the descriptions, photos, details and terms of sale, then bid accordingly. UCABC reserves the right to make changes to the event catalog, inspection, removal or closing times.

22. AUCTION CLOSE Each auction will end at a specified time. However, we use an auto-extend feature. With this feature, the bidding will remain open on any item that has received a bid within the last 1 minute. Once 5 minutes has lapsed without any bidding activity the bidding on the item will be closed. If there is more than one

item in an auction the items will have staggered ending times. Each item will close one minute after the previous.

23. PAYMENT At the conclusion of the event your credit card on file will be automatically charged for the entire amount of your purchases. Accepted forms of payment include Visa or MasterCard. You must have available balance on your credit card for your online purchases. A paid invoice will be sent to the e-mail address in your bidder profile. **IMPORTANT:** If you use multiple e-mail addresses, make note of your registered e-mail address. Only the address provided at registration is sent notifications, alerts and final invoices.

24. BID NOTIFICATION: If you have been outbid you will be notified by email until the close of the sale. To quickly review your bids and see if you have won you can utilize the 'review bids' feature. Items that you have been outbid on will be clearly marked.

WINNING BIDDER NOTIFICATION: You will be contacted by email ONLY (you are responsible for checking your e-mail). If you feel you have won an item and have not received an email you must notify. If you do not receive a paid e-mail invoice then you did not win any items during the online auction.

The auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser items not paid for and or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection, transportation and storage expenses associated with delinquent accounts or abandoned items.

25. ITEM IDENTIFIED BY DESCRIPTION Always bid on the item description. Only use the photographs as a guide. For demonstration purposes, equipment may be joined and photographed together. Do not assume a lot consists of more than one item simply because they are connected or pictured together. You are bidding on the item as described. Please take advantage of the onsite inspection and read the descriptions. Please notify our customer service team if you believe an item is incorrectly photographed.

26. ON-LINE ONLY BIDDING Only online bids can be made. We do not accept written, oral, email or telephone bids.

27. BIDDING ERRORS After you submit your bids, you are presented with a verification page. Please confirm your bids prior to proceeding. If after the confirmation page you mistakenly increase your own bid, place your bidder number in the bid field, or make a typo, you must immediately notify our [customer service team](#).

28. REMOVAL OF BIDS Bidding on an item is a contract. Once you place a bid you have told UCABC, "YES PLACE MY BID", additionally, you have taken the high bid away from someone else. You cannot back out of a bid you placed AS IT AFFECTS EVERY OTHER BIDDER ON AN ITEM.

DISCLAIMER: All information was gathered from sources deemed reliable and is provided as a courtesy of United Country--A.B. Cole & Associates LLC. It is the responsibility of the bidder to verify all information to their satisfaction. All information is subject to change. Announcements made day of auction take precedence over all distributed material whether printed or electronic.

Questions and Contact Information

Please call 757-539-9866 or email imbid1@abcole.com for more information about the auction.

Problems with or questions about Internet bidding should be directed to admin@abcole.com

Contact: United Country-A.B. Cole & Associates, Auction & Realty, LLC

2480 Pruden Blvd., Suite 2

Suffolk, VA 23434

757-539-9866 or 877-539-9866 (toll free)