

GENERAL ON-SITE & ON-LINE BIDDING TERMS & CONDITIONS
BILLY & CARRIE HATCHEL ABSOLUTE AUCTION
SATURDAY, APRIL 10, 2010
303 COLLIER ROAD, MARTIN, TN 38237

ALEXANDER AUCTIONS & REAL ESTATE SALES HAS BEEN COMMISSIONED BY BILLY & CARRIE HATCHEL TO SELL THIS REAL ESTATE & PERSONAL PROPERTY AT AUCTION.

A 10% BUYER'S PREMIUM WILL BE ADDED TO THE FINAL BID TO REACH THE TOTAL SELLING PRICE & CONTRACT PRICE ON THE REAL ESTATE AND EACH ITEM. NO VARIANCE.

IF PAYMENT IS MADE BY MASTERCARD OR VISA CREDIT CARD, THERE WILL BE A 13% BUYER'S PREMIUM ADDED TO THE FINAL BID TO REACH THE TOTAL SELLING PRICE OF EACH ITEM.

ADDITIONAL ON-LINE FEES APPLY AS STATED IN THE ATTACHED PAYMENT TERMS AND REMOVAL CONDITIONS.

TERMS ON REAL ESTATE ARE 20% DOWN DAY OF AUCTION BALANCE DUE WITHIN 30 DAYS UPON DELIVERY OF DEED. PAYABLE BY CASH, CASHIERS CHECK OR PERSONAL CHECK WITH CURRENT BANK LETTER OF GUARANTEE MADE TO ALEXANDER AUCTIONS & REAL ESTATE SALES REQUIRED BY ALL PERSONS NOT PERSONALLY KNOWN BY AUCTION COMPANY.

PAYMENT TERMS FOR ON LINE BIDDING ON THE REAL ESTATE: A DEPOSIT OF 20% IN CASH, CASHIER'S CHECK, APPROVED COMPANY CHECK OR WIRE TRANSFER IS REQUIRED OF EACH BIDDER FOR DEPOSIT ONLY BY 12:00 NOON CST, FRIDAY, APRIL 9TH, 2010.

THE PROPERTY LISTED AND DESCRIBED ON THE ATTACHED LIST WILL BE OFFERED UNDER THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH TERMS AND CONDITIONS OF SALE AND DESCRIPTIONS OF ITEMS LISTED ON THE ATTACHMENT, MAY BE AMENDED, UPDATED OR ALTERED AT THE TIME AND PLACE OF SALE FROM THE AUCTION BLOCK. THESE TERMS AND CONDITIONS OF SALE AND ANY ANNOUNCEMENTS FROM THE AUCTION BLOCK SHALL BE BINDING ON ANY BIDDER, WHETHER PRESENT OR REPRESENTED BY AN AGENT OR ABSENTEE BIDDER. BUYERS ARE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

1. **TERMS OF SALE: ALL PROPERTY IS SOLD "AS-IS" AND "WHERE-IS" AND NEITHER ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER, NOR THE SELLER MAKES ANY EXPRESSED OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY BEING SOLD. IN NO EVENT SHALL ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER, NOR THE SELLER BE RESPONSIBLE FOR THE CORRECTNESS OF OR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, SIZE, GENUINENESS, YEAR OF MANUFACTURE, ATTRIBUTION, PROVENANCE OR CONDITION CONCERNING THE PROPERTY OR ANY WARRANTY THAT ANY ITEM COMPLIES WITH ANY APPLICABLE FEDERAL OR STATE LAWS. NO STATEMENT SET FORTH IN THE ATTACHED LIST OR MADE AT THE SALE OR IN THE BILL OF SALE OR INVOICE OR ELSEWHERE, WHETHER ORAL OR WRITTEN, SHALL BE DEEMED SUCH A WARRANTY OR REPRESENTATION OR AN ASSUMPTION OF LIABILITY. ALEXANDER AUCTIONS &**

REAL ESTATE SALES, & THE AUCTIONEER, MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE DESCRIPTIONS OR REPRESENTATIONS WHICH WERE PROVIDED BY THE SELLER AND ARE LISTED ON THE ATTACHED OR AS TO THE CONDITION OF THE ITEM.

2. **CONDITIONS OF ITEMS SOLD:** ALL INFORMATION IS BELIEVED TO BE ACCURATE, BUT THE AUCTIONEER SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, AUTHENTICITY, GENUINENESS OF OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO ALLOWANCES WILL BE MADE OR SALE SET ASIDE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGUING OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION WILL BE ALLOWED ON DAMAGED ARTICLES AS ALL GOODS BEING EXPOSED FOR PUBLIC EXHIBITION ARE SOLD "AS IS" AND WITHOUT RECOURSE.
3. **PAYMENT: ALL PURCHASES MUST BE PAID FOR ON SALE DAY.** ALL BUYERS AGREE TO PAY FOR THEIR PURCHASES NO LATER THAN THE DAY OF THE AUCTION. ALL PAYMENTS ARE TO BE MADE IN U.S. CURRENCY BY CASH, CASHIER'S BANK CHECK, CERTIFIED BANK CHECK, OR PERSONAL CHECK WITH IRREVOCABLE BANK LETTER OF GUARANTEE IN FAVOR OF ALEXANDER AUCTIONS & REAL ESTATE SALES, REQUIRED OF ALL PURCHASERS NOT PERSONALLY KNOWN BY THE AUCTION COMPANY. PURCHASERS WHO WISH TO PAY BY PERSONAL CHECK MUST BE CLEARED BY ALEXANDER AUCTIONS & REAL ESTATE SALES OR BY THE SELLER. ALL PROSPECTIVE BIDDERS ARE REQUIRED TO PRE-REGISTER FOR A BIDDING NUMBER AND GIVE EVIDENCE OF THEIR CREDIT-WORTHINESS.
4. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT TOLERATE ANY EXCUSES FOR A CHECK THAT DOES NOT CLEAR. PERSONAL CHECKS ARE ACCEPTED FROM PEOPLE WHO WE HAVE BEEN APPROVED AND WE EXPECT THESE CHECKS TO CLEAR THE BANK IMMEDIATELY.
5. **COMPLIANCE WITH THE TERMS OF SALE** – IN DEFAULT OF PAYMENT OF BILLS IN FULL WITHIN THE TIME ANNOUNCED FOR THIS AUCTION THE AUCTIONEER IN ADDITION TO ALL OTHER REMEDIES ALLOWED BY LAW, MAY RETAIN ALL MONIES RECEIVED AS DEPOSIT OR OTHERWISE, AS LIQUIDATED DAMAGES. LOTS NOT PAID FOR WITHIN THE TIME SPECIFIED HEREIN MAY BE RESOLD AT PUBLIC OR PRIVATE SALE WITHOUT FURTHER NOTICE. ANY RESULTING DEFICIENCY TOGETHER WITH ALL EXPENSES AND COSTS OF RE-SALE WILL BE THE RESPONSIBILITY OF THE DEFAULTING PURCHASER. EACH BUYER IN MAKING A BID DOES HERewith AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AS HEREIN STATED AND AS OTHERWISE SET FORTH. THE FAILURE OR DEFAULT BY A SUCCESSFUL BUYER TO FULLY COMPLY WITH THE TERMS AND CONDITIONS HEREIN WILL BE TREATED AS AN IMMEDIATE BREACH AND THE DEPOSIT AS MADE RETAINED AND APPLIED TOWARD ANY DEFICIT IN ADDITIONAL COSTS OR CHARGES AS INCURRED TO EFFECT THE RESALE OF THAT PROPERTY AT PRIVATE OR PUBLIC SALE. THERE SHALL BE NO FURTHER NOTICE REQUIRED TO THE BUYER ONCE A DEFAULT HAS OCCURRED. THE OBLIGATION OF THE BUYER SHALL BE FOR COSTS AS INCURRED, PLUS ANY DEFICIT INCLUDED ARISING FROM THE BUYER'S DEFAULT.

6. ALL ITEMS ARE AVAILABLE FOR YOUR VIEWING BEFORE THE ITEM IS OFFERED FOR AUCTION, AND YOU SHOULD MAKE AN INSPECTION OF THESE ITEMS BEFOREHAND SO THAT YOU ARE SATISFIED WITH THEIR CONDITION.
7. ALL SALES ARE FINAL. ALL PURCHASERS ARE RESPONSIBLE FOR THE ITEM UPON THE FALL OF THE HAMMER. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT ACCEPT ANY MERCHANDISE BACK BECAUSE YOU HAVE DECIDED THAT YOU DO NOT WANT IT OR YOU MAY DECIDE YOU HAVE OVERPAID FOR IT. IF YOU PURCHASE AN ITEM AND LEAVE AND DO NOT PAY FOR IT, THEN WE WILL PROCEED TO COLLECT FOR THE ITEM IN A LEGAL MANNER.
8. ALEXANDER AUCTIONS & REAL ESTATE SALES WILL NOT TOLERATE ANY PILFERING OR TAKING OF ANY ITEM OR THEFT OF ANY ITEM. ANY WRONGDOING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
9. **CONFIRMATION OF PURCHASE:** TITLE TO THE PROPERTY SHALL PASS TO THE BUYER UPON THE FALL OF THE AUCTIONEER'S HAMMER, SUBJECT TO THE COMPLIANCE BY THE BUYER OF THE CONDITIONS OF SALE. BUYER ASSUMES ALL RESPONSIBILITY FOR THE ITEM OR ITEMS AFTER THE FALL OF THE HAMMER AND SHALL PAY THE TOTAL PURCHASE PRICE.
10. **REMOVAL OF PROPERTY OR STORAGE:** NONE OF THE PROPERTY MAY BE REMOVED FROM THE PREMISES UNTIL THE TOTAL PURCHASE PRICE HAS BEEN PAID. ANY ITEMS LEFT AND NOT REMOVED FROM THE PREMISES REMAIN AT THE SOLE RISK OF THE BUYER. REMOVAL SHALL BE AT THE EXPENSE, LIABILITY, AND RISK OF THE PURCHASER. PURCHASES CAN BE REMOVED ONLY ON PRESENTATION OF ORIGINAL BILL OF SALE. PHOTOSTATS OF BILLS OF SALE WILL NOT BE ACCEPTED FOR REMOVAL. UPON FAILURE OF PURCHASER TO REMOVE GOODS WITHIN TIME SPECIFIED AS POSTED OR ANNOUNCED, AUCTIONEER SHALL HAVE THE OPTION OF REMOVING AND STORING THE GOODS AT THE EXPENSE AND RISK OF THE PURCHASER OR DEEMING MONEY DEPOSIT FORFEITED IN WHICH CASE AUCTIONEER MAY RESELL WITHOUT NOTICE AT PUBLIC SALE OR OTHERWISE DISPOSE OF GOODS AT RISK AND EXPENSE OF PURCHASER. PURCHASER SHALL REMAIN LIABLE FOR LOSS, EXPENSE AND DAMAGES ARISING FROM THE PURCHASER'S DEFAULT.
11. **REMOVAL OF ALL ITEMS: ITEMS SHALL BE REMOVED THE DAY OF AUCTION FOLLOWING THE AUCTION, UNLESS STATED OTHERWISE.**
12. **EQUIPMENT MUST BE REMOVED WITHIN 1 WEEK AFTER AUCTION UNLESS APPROVAL IS GIVEN BY ALEXANDER AUCTIONS & THE SELLER.**
13. **THE WINDMILL AND PAX UPRIGHT 8-TON FEED BIN MUST BE REMOVED WITHIN 21 DAYS FROM THE AUCTION DATE. THEY MUST BE REMOVED WITHOUT CAUSING ANY DAMAGE TO THE REAL ESTATE.**
14. **ALEXANDER AUCTIONS & REAL ESTATE SALES AND THE SELLER DO NOT AND WILL NOT BE RESPONSIBLE FOR OR FURNISH ANY SECURITY FOR ITEMS AFTER THE FALL OF THE HAMMER.**

15. **BIDS:** ALEXANDER AUCTIONS & REAL ESTATE SALES RESERVES THE RIGHT AND DOES ACCEPT ON-LINE INTERNET BIDS, ABSENTEE BIDS FROM INDIVIDUALS AND WILL ATTEMPT TO EXECUTE THESE BIDS. ITEMS WILL BE SOLD TO SAID INDIVIDUALS PROVIDED THEY ARE THE HIGH BIDDER. IF ANYONE WOULD LIKE TO LEAVE AN ABSENTEE BID ON ANY ITEM, GO BY THE CASHIER'S DESK, SIGN A FORM, AND LEAVE PAYMENT. YOUR BID WILL BE EXECUTED. IN THE EVENT YOU ARE NOT THE SUCCESSFUL BIDDER, YOUR MONEY WILL BE REFUNDED. **ALEXANDER AUCTIONS SHALL NOT HAVE ANY LIABILITY IF YOUR BID IS NOT ENTERED.**
16. **DISPUTE BETWEEN BIDDERS:** IF ANY DISPUTE ARISES BETWEEN TWO OR MORE BIDDERS, THE AUCTIONEER MAY DECIDE THE SAME OR MAY IMMEDIATELY PUT THE LOT OR ITEM UP FOR SALE AGAIN, AND RE-SELL TO THE HIGHEST BIDDER. THE DECISION OF THE AUCTIONEER SHALL BE FINAL AND ABSOLUTE.
17. **ADDITION TO OR WITHDRAWAL FROM SALE:** THE AUCTIONEER RESERVES THE RIGHT TO WITHDRAW FROM SALE ANY OF THE ITEMS; TO SELL AT THIS AUCTION ITEMS NOT LISTED; TO GROUP ONE OR MORE LOTS INTO ONE OR MORE SELLING LOTS OR TO SUBDIVIDE INTO TWO OR MORE SELLING LOTS. THE AUCTIONEER ALSO RESERVES THE RIGHT TO SELL ALL OF THE ITEMS LISTED IN BULK.\
18. **AUCTIONEER:** THE AUCTIONEER, WHEN ACTING AS AGENT, IS NOT RESPONSIBLE FOR AN ACT OF ITS PRINCIPALS.
19. **OWNERSHIP:** ALL ITEMS BECOME THE SOLE RESPONSIBILITY OF THE PURCHASER IMMEDIATELY AT KNOCKDOWN. NO REFUNDS OR ADJUSTMENTS WILL BE ALLOWED FOR ANY SHORTAGES. IF YOU BELIEVE YOU ARE ENTITLED TO AN ADJUSTMENT TO YOUR INVOICE DUE TO MISSING OR DAMAGES ITEM(S), YOU, YOUR MOVER OR YOUR RIGGER MUST REPORT THE PROBLEM TO OUR ON-SITE SUPERVISOR PRIOR TO SETTLEMENT AND THE ITEMS LEAVING THE PROPERTY. ONCE THE ITEM HAS LEFT THE PROPERTY, THERE WILL BE NO ADJUSTMENTS. WHEN YOU HIRE A MOVER/RIGGER, THE MOVER/RIGGER IS ACTING AS YOUR AGENT. WE WILL NOT ACCEPT THAT THE MOVER/RIGGER DID NOT NOTIFY YOU OF A MISSING OR DAMAGED ITEM(S) OR THAT IT WAS DISCOVERED THAT AN ITEM(S) WAS MISSING OR DAMAGED WHEN YOUR PURCHASES WERE DELIVERED TO YOUR FACILITY. ALL BIDDERS AND MOVERS/RIGGERS MUST BE AWARE OF THIS POLICY! IF FOR ANY REASON WHATSOEVER A PROPERTY AS BID CANNOT BE DELIVERED WITHIN THAT PERIOD OF TIME OF DELIVER PROVIDED FOR AT THE SALE FOR ANY REASON WHATSOEVER, THE BUYER EXPRESSLY WAIVES LIABILITY ON THE PART OF ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND FURTHER AGREES THAT ANY OBLIGATION WITH RESPECT THERETO SHALL BE LIMITED TO THE BID AND PAID FOR SAID PROPERTY (ASSETS).
20. **ABANDONMENT:** PURCHASERS WILL NOT BE ALLOWED TO ABANDON ANY PURCHASES OR PORTION OF THOSE PURCHASES.
21. **NON-DELIVERY RESPONSIBILITY:** AUCTIONEER SHALL NOT, IN ANY EVENT, BE LIABLE FOR NON-REMOVAL OR FOR ANY OTHER MATTER, TO ANY PURCHASER OF ANY LOT.

22. **PERSONAL AND PROPERTY RISK:** PERSONS ATTENDING DURING EXHIBITION, SALE OR REMOVAL OF GOODS ASSUME ALL RISKS OF DAMAGE OF OR LOSS TO PERSON AND PROPERTY AND SPECIFICALLY RELEASE AND INDEMNIFY ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER FROM LIABILITY THEREFORE. NEITHER ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER NOR HIS PRINCIPAL OR SELLER SHALL BE LIABLE BY REASON OF ANY DEFECT IN OR CONDITION OF THE PREMISES IN WHICH THE SALE IS HELD.
23. **RECORDS:** THE RECORD OF SALE KEPT BY ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.
24. **NOMINAL BIDS:** ANY BID WHICH IS MERELY A NOMINAL OR FRACTIONAL ADVANCE MAY BE REJECTED BY THE AUCTIONEER, IF IN HIS JUDGMENT IT MAY AFFECT THE SALE NEGATIVELY.
25. **THE BUYER:** DOES HEREBY ASSUME AND DOES AGREE TO INDEMNIFY AND HOLD ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER AND SELLER HARMLESS FROM ANY FUTURE CLAIM WHICH SHALL PERTAIN TO THE FITNESS OR USE OF THAT ASSET AS BEING PURCHASED.
26. **ADDITIONAL TERMS AND CONDITIONS:** REFER TO **ADDITIONAL PAYMENT TERMS AND REMOVAL TERMS.** ADDITIONAL TERMS OR CONDITIONS OF SALE MAY BE ADDED BY AUCTIONEER BY ANNOUNCEMENT OR POSTED ON THE PREMISES PRIOR TO THE AUCTION.
27. **CONDUCT OF AUCTION:** ALEXANDER AUCTIONS & REAL ESTATE SALES, THE AUCTIONEER RESERVES THE RIGHT, WITHOUT GIVING ANY REASON, TO PUT UP ITEMS OUT OF NUMERICAL SEQUENCE AND TO WITHDRAW ANY ITEM, ITEMS, OR LOT FROM THE AUCTION.
28. ANY INDIVIDUAL HERE HAS THE RIGHT TO BID, INCLUDING ANYONE ATTENDING THIS AUCTION OR WORKING IN THIS AUCTION.
29. ALL ANNOUNCEMENTS MADE FROM THE AUCTION STAND WILL TAKE PRECEDENCE OVER ANY PREVIOUS ANNOUNCEMENTS OR STATEMENTS.
30. **PURCHASER SHALL BE RESPONSIBLE FOR THE LOADING AND MOVING OF THEIR ITEMS. ALEXANDER AUCTIONS & REAL ESTATE SALES DOES NOT FURNISH HELP TO LOAD OR MOVE ITEMS.** IN THE EVENT AN EMPLOYEE OF ALEXANDER AUCTIONS & REAL ESTATE SALES SHOULD ASSIST IN THE MOVING OR LOADING OF AN ITEM, ALEXANDER AUCTIONS & REAL ESTATE SALES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR ACCIDENT THAT MAY OCCUR TO THE ITEM OR PERSON THEY ARE ASSISTING.
31. **ALL VEHICLES, EQUIPMENT, TRACTORS AND OTHER ITEMS ARE SOLD "AS IS" WITHOUT A WARRANTY OR GUARANTEE MADE, EXPRESSED OR IMPLIED AS TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR A PARTICULAR USE.**
32. **SOME TITLES OR CERTIFICATES OF ORIGIN ARE AVAILABLE TODAY.**

**AUCTION CONDITIONS - PAYMENT TERMS AND REMOVAL TERMS
IN ADDITION TO ALEXANDER AUCTIONS GENERAL AUCTION TERMS &
CONDITIONS. SEE OUR WEBSITE.**

PAYMENT & REMOVAL:

1. **ALL PURCHASES MUST BE PAID IN FULL THE DAY OF THE AUCTION UNLESS OTHERWISE APPROVED BY ALEXANDER AUCTIONS PRIOR TO THE PURCHASE.**
2. **SETTLEMENT CAN BE MADE AS FOLLOWS: BY CASH, WIRE TRANSFER OR COMPANY & PERSONAL CHECKS ACCOMPANIED WITH BANK LETTER OF GUARANTEE MADE OUT TO ALEXANDER AUCTIONS & REAL ESTATE SALES.**
3. **ALL PAYMENT METHODS MUST BE APPROVED BY AUCTION COMPANY PRIOR TO BIDDING. NO PURCHASES WILL BE REMOVED UNTIL PAID FOR IN FULL.**
4. **PROSPECTIVE BIDDERS MUST PRESENT A VALID DRIVERS LICENSE OR ACCEPTABLE PHOTO I.D. TO OBTAIN A BIDDER CARD.**
5. **ON-SITE BIDDING: A 10% BUYER'S PREMIUM WILL BE ADDED TO THE PURCHASE PRICE OF EACH ITEM TO REACH THE TOTAL SALES PRICE.**
6. **ON SITE BIDDING: A 13% BUYER'S PREMIUM WILL BE ADDED TO THE PURCHASE PRICE OF EACH ITEM TO REACH THE TOTAL SALES PRICE FOR ALL ITEMS THAT ARE NOT PAID FOR BY CASH, CASHIER'S CHECK, CERTIFIED FUNDS, WIRE TRANSFER OR PERSONAL CHECK. WE ACCEPT VISA AND MASTER CARD ONLY FOR ON-SITE BIDDING.**
7. **ON-LINE & ABSENTEE BIDDING: A 13% BUYER'S PREMIUM WILL BE ADDED TO THE PURCHASE PRICE OF EACH ITEM TO REACH THE TOTAL SALES PRICE OF ALL ITEMS THAT ARE PAID FOR BY CASH, CASHIER'S CHECK, CERTIFIED FUNDS, WIRE TRANSFER.**
8. **ON-LINE & ABSENTEE BIDDING: A 16% BUYER'S PREMIUM ADDED TO THE PURCHASER PRICE OF EACH ITEM TO REACH THE TOTAL SALES PRICE OF ALL TIMES THAT ARE NOT PAID FOR BY CASH, CASHIER'S CHECK, CERTIFIED FUNDS, OR WIRE TRANSFER. WE ACCEPT VISA AND MASTERCARD ONLY.**
9. **ON-LINE & ABSENTEE BIDDING: YOUR CREDIT CARD WILL BE CHARGED IMMEDIATELY FOLLOWING THE AUCTION.**
10. **ARTICLES BEING SOLD ARE AVAILABLE FOR INSPECTION, AND SOLD "AS IS" "WHERE IS" AND WITHOUT RECOURSE. ARTICLES ARE NOT WARRANTED AS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND NO CLAIM MAY BE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THERE FROM.**

11. **BUYER'S RESPONSIBILITIES: BUYER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS PURCHASED WHEN THE AUCTIONEER DECLARES IT SOLD. AUCTION COMPANY IS NOT RESPONSIBLE FOR SECURITY OR THE SECURITY OF THE ITEMS PURCHASED. AUCTION COMPANY IS NOT RESPONSIBLE FOR MISSING OR MISPLACED ITEMS.**
12. **CONDITION OF EQUIPMENT AND ITEMS SOLD: NEITHER THE AUCTIONEER NOR THE SELLER SHALL BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, GENUINENESS, AUTHENTICITY OF, OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO SALE SHALL BE SET ASIDE NOR ALLOWANCE MADE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING, OR ANY IMPERFECTION NOT NOTED. NO ADJUSTMENT ALLOWED ON DAMAGED ARTICLES, ALL ITEMS ARE AVAILABLE FOR INSPECTION AND SOLD "AS IS" WITHOUT RECOURSE.**
13. **SAFETY DEVICES: ARTICLES PURCHASED MAY NOT INCORPORATE APPROVED ACTIVATING MECHANISMS, OPERATING SAFETY DEVICES OR SAFETY GUARDS, AS REQUIRED BY OSHA OR OTHERWISE. IT IS PURCHASER'S RESPONSIBILITY THAT ARTICLES PURCHASED BE SO EQUIPPED AND SAFEGUARDED TO MEET OSHA AND ANY OTHER REQUIREMENTS BEFORE PLACING SUCH ARTICLES INTO OPERATION.**
14. **INDEMNIFICATION: PURCHASER SHALL DEFEND AND INDEMNIFY AND HOLD AUCTIONEER AND SELLER HARMLESS FROM AND AGAINST ALL CLAIMS AND LIABILITIES RELATING TO THE CONDITION OF, REMOVAL OF, OR USE OF THE ARTICLES PURCHASED OR FAILURE OF USER TO FOLLOW INSTRUCTIONS, WARNINGS OR RECOMMENDATIONS OF THE MANUFACTURER, OR TO COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS APPLICABLE TO SUCH ARTICLES, INCLUDING OSHA REQUIREMENTS, AND ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES, COSTS OR LEGAL EXPENSES ARISING THERE FROM.**
15. **BUYERS ASSUME ALL RESPONSIBILITY FOR REMOVAL, TRANSPORTATION AND HANDLING OF PURCHASES.**
16. **THE BUYER HEREBY ASSUMES AND DOES AGREE TO INDEMNIFY AND HOLD HARMLESS THE AUCTIONEER AND SELLERS FROM ANY CURRENT OR FUTURE CLAIM WHICH SHALL PERTAIN TO THE FITNESS, USE, DAMAGE, SAFETY, INJURIES TO PERSONS OR PROPERTY THAT MAY HAVE OCCURRED DURING THE AUCTION OR THAT MAY HAVE BEEN CAUSED BY OR DURING REMOVAL OR USE OF ITEMS PURCHASED, OR ANY OTHER CLAIM REGARDING THE USE OF THAT ASSET AS PURCHASED. THE AUCTIONEER, AUCTION COMPANY, NOR THE SELLER ASSUMES RESPONSIBILITY FOR AN ACCIDENTS OR LOSS DUE TO THEFT, FIRE, VANDALISM, OR PERSONAL INJURY.**
17. **NO EQUIPMENT CAN BE LOADED OR REMOVED WITHOUT A PAID RECEIPT FROM ALEXANDER AUCTIONS.**
18. **REMOVAL TIME PERIOD: ALL PURCHASES MUST BE REMOVED ACCORDING TO THE FOLLOWING GUIDELINES.**

19. **REMOVAL OF ALL ITEMS: SMALL ITEMS SHOULD BE REMOVED THE DAY OF AUCTION.**
20. **EQUIPMENT CAN BE REMOVED ON MONDAY, APRIL 12 FROM 9 A.M. TO 5 P.M.**
21. **ON-LINE BIDDERS SHALL BE ALLOWED 10 DAYS TO REMOVE THEIR ITEMS, BY APPOINTMENT.**
22. **ALEXANDER AUCTIONS & REAL ESTATE SALES AND THE SELLER DO NOT AND WILL NOT BE RESPONSIBLE FOR OR FURNISH ANY SECURITY FOR ITEMS AFTER THE FALL OF THE HAMMER.**
23. **PURCHASER SHALL BE RESPONSIBLE FOR ALL LOADING AND REMOVING AND FURNISHING A LOADER.**
24. **PURCHASERS SHALL PAY FOR THE LOADING AND REMOVAL OF ALL PURCHASES.**
25. **ALL LOADING AND REMOVAL EXPENSE TO BE NEGOTIATED BETWEEN THE PURCHASER AND THEIR MOVERS/RIGGERS.**
26. **BUYERS ASSUME ALL RESPONSIBILITY FOR REMOVAL, LOADING, TRANSPORTATION AND HANDLING OF ALL PURCHASES.**
27. **PURCHASER(S) SHALL EXERCISE CAUTION IN REMOVING THE ITEMS AND EQUIPMENT FROM THE PROPERTY. ANY DAMAGE DONE TO THE BUILDINGS OR PROPERTY BY THE PURCHASER(S) DUE TO NEGLIGENCE AND IMPROPER REMOVAL SHALL BE REPAIRED AND PAID FOR BY THE PURCHASER(S).**
28. **PURCHASER(S) SHALL BE RESPONSIBLE AND LIABLE FOR ALL OF THEIR ACTIONS AND THEIR EMPLOYEES AUCTIONS FOR DISMANTLING AND REMOVING ALL PERSONAL PROPERTY FROM THE BUILDINGS AND PROPERTY.**
29. **PURCHASER(S) SHALL BE RESPONSIBLE FOR THEIR OWN LIABILITY INSURANCE AND CASUALTY INSURANCE FOR THEMSELVES AND THEIR EMPLOYEES AND AGREE TO HOLD HARMLESS ALEXANDER AUCTIONS & REAL ESTATE SALES, THE OWNER, AND THE SELLER.**
30. **THE AUCTION COMPANY WILL NOT BE RESPONSIBLE FOR ITEMS THAT ARE NOT REMOVED WITHIN THE TIME PERIOD ALLOWED. ANY ITEM NOT REMOVED ON TIME WILL BE DEEMED ABANDONED. PURCHASER ACCEPTS FULL RESPONSIBILITY FOR ALL COSTS INCURRED BY AUCTION COMPANY OR REMOVAL, STORAGE, AND/OR DISPOSAL OF ABANDONED MERCHANDISE.**
31. **NO LOT CAN BE REMOVED DURING THE AUCTION WITHOUT THE AUCTIONEER'S AND THE SELLER'S APPROVAL. LOADING CANNOT START UNTIL AFTER THE AUCTION HAS MOVED TO ANOTHER LOCATION.**
32. **ALEXANDER AUCTIONS HAS PREPARED A CATALOGUE LISTING OF THE LOTS. MANY OF THESE LOTS CONTAIN VARIOUS ITEMS AND VARIOUS NUMBERS OF ITEMS. ALEXANDER AUCTIONS HAS ATTEMPTED TO OFFER AN APPROXIMATE COUNT ON**

SOME LOTS. THIS INFORMATION IS FURNISHED TO PROSPECTIVE PURCHASERS TO GIVE AN INDICATION OF THE APPROXIMATE SIZE OF THE LOT. THE COUNT MAY BE MORE OR LESS. NO GUARANTEE IS GIVEN IN THE ACTUAL COUNT. NO SALES WILL BE SET ASIDE NOR WILL ANY ADJUSTMENTS BE MADE DUE TO A DISCREPANCY ON MULTIPLE LOT NUMBERS WHICH ARE SOLD AS A TOTAL DOLLAR AMOUNT FOR THE LOT.

33. **ALL BUYERS ACKNOWLEDGE AND ACCEPT BY SIGNATURE THESE TERMS AND CONDITIONS PROVIDED AT TIME OF REGISTRATION BY REGISTERING FOR A NUMBER.**
34. **INDEPENDENT CONTRACTOR: THE AUCTIONEER IS ACTING AS AN INDEPENDENT CONTRACTOR ONLY AND IS NOT RESPONSIBLE FOR THE ACTS OF ITS PRINCIPALS OR SELLERS.**
35. **ADDITIONAL TERMS AND CONDITIONS: THE AUCTIONEER MAY ADD OTHER TERMS AND CONDITIONS OF SALE, SUCH ADDITIONAL TERMS AND CONDITIONS TO BE ANNOUNCED PRIOR TO THE AUCTION.**
36. **ALL ANNOUNCEMENTS MADE FROM THE AUCTION STAND WILL TAKE PRECEDENCE OVER ANY PREVIOUS ANNOUNCEMENTS OR STATEMENTS.**

WE APPRECIATE YOUR ATTENDING THIS AUCTION AND WILL BE GLAD TO ANSWER ANY QUESTIONS YOU MAY HAVE

Alexander **AUCTIONS & REAL ESTATE SALES**

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