TERMS AND CONDITIONS FOR 4TH ANNUAL SPRING ONLINE EQUIPMENT CONSIGNMENT SALE

Please read the full terms CAREFULLY – your bid along with these terms creates a legal binding contract between you, Unified Jones Auction & Realty, LLC and Vande Zande Real Estate & Auction, LLC.

All equipment and items sell As Is, Where Is, No Exceptions, No Guarantee or Warranty.

10% Buyer/Internet Premium and 5.5% Wisconsin Sales Tax applies. All licensed items, such as vehicles, trailers, etc., WILL be charged sales tax. In addition, a Credit Card Convenience Fee of 3% will be assessed if paying with credit card.

Online Bidding Requirements: All bidding will be online bidding only at jonesauctionservice.hibid.com and requires a valid credit card to register. Unified Jones Auction & Realty and Vande Zande Real Estate & Auction LLC will not be held responsible for any computer interruptions or failure of internet service during auction bidding.

Approval to bid requires additional bidder step prior to approval. Upon registering, bidder will be approved for $5,000. If bidder anticipates bidding in excess of $5,000, a required Bank Letter of Guarantee/Validation of Funds is required. Said letter must be submitted prior to bid permission amount being increased for purchase total in excess of $5,000. The letter may be submitted to Unified Jones Auction & Realty, LLC by fax to (920) 261-6830 or emailed to info@jonesauctionservice.com or dropped off at our 818 North Church Street, Watertown, WI 53098 address during normal business hours of 9 to 5, Monday thru Friday. Upon registration, your request to bid will be Pending until we receive your information. Bank Letter template example may be found on our website under the auction details.

Payment Options: Successful bidders are responsible to contact us by phone at (920) 261-6820 or by email info@jonesauctionservice.com within 24 hours of the end of the auction to verify the method of payment. At the close of the auction, Unified Jones Auction & Realty, LLC will send the invoice to the email address that was used to register. Your invoice will show your winning bid total, plus the 10% Buyer/Internet Premium, plus the 5.5% Wisconsin Sales Tax and, if applicable, the 3% Credit Card Convenience Fee or a $20 Wire Transfer Fee. Payment is due in full upon receipt of your invoice and within 24 hours of the close of the auction. If Unified Jones Auction & Realty does not hear from winning bidder within 24 to 48 hours following the close of the sale, the balance due will automatically be charged to the credit card used at registration along with the 3% Credit Card convenience fee added.

No equipment will be released until payment is made in full with cleared funds. No Exceptions.

Checks for over $5,000 will be accepted only with the required bank letter. NOTE: Out-of-State checks of ANY amount must be accompanied by a Bank Letter of Guarantee/Validation of Funds.

For credit card purchases a 3% convenience fee is applied. We accept Visa and MasterCard. Credit Card amount up to $5,000 and accepted at the close of auction only.

Electronic wire transfer is a preferred method of payment. Contact us at (920) 261-6820 upon receipt of your invoice to arrange payment by wire transfer. A $20 fee will be assessed if paying by wire transfer.

Payments by cash or check will be accepted when you pick up your item(s). No credit cards or wire transfers payments accepted at the time of pick-up.

For Titled Vehicles: If paying for a titled vehicle with a check, no titles will be given to buyer until the check clears through the financial institution approximately 7 to 10 business days after the check is deposited.

Item Pick Up: Item(s) need to be picked up at 1134 West Main Street, Waupun, WI during these scheduled times: Thursday, April 19th or Friday, April 20th from 10-4 pm each day or by scheduled appointment only by calling Jake Vande Zande at (920) 219-0650. Payments by cash or check will be accepted when you pick up your item(s). No credit cards or wire transfers payments accepted at the time of pick-up.

Any item(s) not picked up by end of business day on April 20th and that have no other pick up date/time arrangements made with the auction company, those item(s) shall be considered forfeited by the buyer and will no longer be considered their property unless those prior arrangements are made. However, please note, that the bidder shall still be responsible for the hammer price of the item(s) that were bid on plus the internet premium and 5.5% Wisconsin sales tax. NO REFUNDS will be given.

Buyer is responsible for the complete removal of buyers purchases. Buyer accepts full responsibility for any personal injury to himself or his agents and any property damage incurred on pick up premises. Seller, auctioneer and buyer expressly agree that the buyer is responsible for and agrees to indemnify seller, auctioneer and their respective affiliates for any and all damages (whether based on contract, tort, warranty, negligence, strict liability or any other legal theory, and including special, incidental and consequential damages), losses, expenses, attorney's fees, court cost, etc. that arise out of or result from the removal, possession or use of any items purchased at auction, or any other claim regarding the use or possession of any asset purchase at auction.

Your bid is a legal binding contract between you, Unified Jones Auction & Realty, LLC and Vande Zande Real Estate & Auction, LLC. All sales are final and all equipment is sold As Is, Where Is, without Warranties or Guarantees of any type and with all faults. Auctioneers and seller expressly disclaim and exclude the implied warranties of merchantability and fitness for a particular purpose. Bidders should satisfy themselves as to the usefulness and value of each item. Any statement in the description regarding the items to be sold should be considered a guide and a guide only. Any error in description does not relieve the buyer or his/her agent of their responsibilities. We make every effort to provide complete and accurate descriptions of all items offered. You are responsible for your own inspection during scheduled preview dates. No warranty of quality, condition, merchantability, or fitness for intended us is given. All information contained on website description is believed to be true and correct to the best of our knowledge and ability, but is not guaranteed. Please contact us prior to bidding with questions. Merchandise becomes the full responsibility of the buyer at the time of purchase. Buyer assumes all risk of loss or damage while equipment is on our premises or in our possession.

Under no circumstances shall the bidder have any kind of claim against Unified Jones Auction & Realty, LLC, Vande Zande Real Estate & Auction, LLC, the seller, or anyone else if the internet service fails to work correctly.

All items are offered for sale to qualified purchasers without regard to prospective purchaser's race, color, sex, marital status, religion or national origin.

Auctioneers are licensed by the Wisconsin Department of Licensing & Regulation. All buyers must acknowledge and accept the Terms and Conditions provided at the time of online registration.

Your bid is a contract to purchase should you be the winning bidder. Absolutely NO REFUNDS. We make every effort in preparing the catalog to provide accurate descriptions of all items. All property is sold AS IS and it is the bidders responsibility to determine the exact condition of each item. Please call with any questions prior to bidding.

A 10% Buyers Premium and Wisconsin Sales tax will be added to your total.