TERMS OF AUCTION

PICKUP FOR ALL ITEMS: will be **Friday, July 1st, from 9:00 a.m. until 4:00 p.m. at 15703 Scroggins Road in Altheimer, Arkansas 72004. NO EXCEPTIONS!**

1. AGENCY: Auctioneer is acting exclusively as an agent for Seller and not as an agent for any Bidder or Buyer. No third-party broker is acting as a sub-agent of Auctioneers.

2. DUE DILIGENCE: Seller and Auctioneer do not attempt to provide Bidder with all of the information. Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property. All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.

3. DISCLAIMER: Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, and employees, shall have no liability on any basis. The Property will be offered in **"AS IS, WHERE IS"** condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Sale Contract.

4. BUYER'S PREMIUM: A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price").

5. AUCTION: Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments, and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Seller shall not bid. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.

6. OFFERS: If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.

7. EXCLUSION/DISCLAIMER OF WARRANTY: Neither Seller nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website, in the Auction brochure or available at the Property and/or the Auction.

8. Upon registering as a Bidder and bidding during the Auction, each Bidder shall be deemed to represent, warrant and agree that with respect to each Property it bids upon (a) that such Bidder has examined, or has had the opportunity to examine, the Property and is familiar with the physical condition thereof and has conducted such investigation of the Property as the Bidder has considered appropriate, (b) neither Auctioneer nor Seller, nor any affiliate, agent, officer, employee or representative of either of them has made any verbal or written representations, warranties, promises or guarantees whatsoever to the Bidder, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Property and/or the offering or sale of the Property, (c) Bidder has not relied upon any

representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property, including but not limited to on-line at the Auction website, in the Auction brochure or the information provided or made available by Auctioneer, or by Seller, or their respective agents, employees or representatives, and (d) Bidder has determined to make its bid after having made and relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the facts and circumstances related thereto. Upon registering as a Bidder and bidding during the Auction, each Bidder shall also be deemed to represent, warrant and agree that (x) any information provided or to be provided by or on behalf of the Sellers with respect to the Properties including, without limitation, all information contained online at the Auction website, in the Auction brochure and in the information being made available to Bidder by Sellers and Auctioneer, was obtained from a variety of sources and that Sellers and Auctioneer have not made any independent investigation or verification of such information, and make no representations as to the accuracy or completeness of such information, (y) without limiting the generality of the foregoing, neither Auctioneer nor Sellers shall be under any obligation to disclose to any Bidder, and shall have no liability for its failure to disclose to any Bidder, any information known to them relating to any Property except as may be required by law, and (z) Sellers and Auctioneer are not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Properties, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person.

A 10% Buyer's Premium will be applied to the high bid.

Terms & Conditions

Everything in lot must be removed or your card will be charged a clean out fee penalty.

Buyer to pay for all applicable transfer taxes. Registration requires a valid credit card to confirm your identity. A confirmation that you have at least $1.00 will be required. WE DO NOT charge for registration. This card will only be charged if you are a winning bidder on any item(s).

Payments are made by Visa, Mastercard and Discover only, unless prior arrangements have been made with the Auctioneer. THERE WILL BE A $25.00 CHARGE ON ALL DECLINED CREDIT CARDS.

All transactions will be charged immediately following the auction using the credit card on file (given at time of registration) Wilson Real Estate Auctioneers, Inc. will attempt to collect by charging the credit card on file for the full amount or any amount less than the purchase price. No item will be released until satisfactory U.S. funds have been received.

Currency Type: USD

All shipping arrangements are the sole responsibility of the Buyer. Please research your shipping options before bidding on the items. Also, please be aware of the scheduled pickup dates/times and plan accordingly.

The auction company is not responsible for lifting, loading, packing or shipping. Please make sure you bring enough people to help you package and load your items. Any items left after day designated, as “checkout” will be considered abandoned and all rights will be forfeited. Please be aware of the scheduled check out date and time.

Staggered End Time: Multiple lots will close each minute so the auction ending is staggered to allow for this to occur.

Soft Close Ending: Lots may remain open for bidding if bids are placed in the last minutes before that lot closes. Bidding will close once 2 minutes has passed with no new bids being received.

Conditions: All information contained herein is deemed to be from reliable sources. However, neither the Auctioneer nor the Seller guarantees this information to be correct. We reserve the right to add or delete. Please inspect the property and bid accordingly. By bidding, you, the Bidder/Buyer, certify that you have either closely examined the item(s), have chosen to not examine the item(s), or have hired an independent agent to examine the item(s)for you. The Auctioneer represents the Seller in this transaction. All announcements made online or via any communication medium shall take precedence over all other information.

Purchases become the responsibility of, and shall be, and remain at the risk of the purchaser immediately upon acceptance of his/her bid. It shall be the responsibility of the purchaser to insure his/her purchases immediately if applicable.

No sale shall be invalidated by reason of any defect or inaccuracy in any of the lots by reason of their being incorrectly described in the listing or elsewhere and no liability shall be borne by the Auctioneers in respect of any such fault or errors. This listing has been prepared only as a guide based on information from sources generally believed to be reliable, but the accuracy thereof cannot be guaranteed or warranted by the Auctioneers. Bidder acknowledges that it is their responsibility to inspect all items and to make his/her own inquiries.

There are no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever by the Auction Company. Bidder agrees that everything is sold "AS IS, WHERE IS" and that they may not return any item purchased. The property being sold may be either New or Used. We make no representation or warranty for any of the lots, which are the subject of the auction.

This listing with pictures is only a guide and may not be accurate in anyway. Please inspect the items prior to bidding. All sales are final. We reserve the right to put a hold on your account for an amount up to the amount of your bid prior to the end of the auction.

Bidders who bid understand and acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is the bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. The auction company shall endeavor to describe in detail each item and any pertinent information about it however, we will not be responsible for any error or omissions in the description of the merchandise unless it is a material and intentional misrepresentation of the item itself.

The auction company reserves the right to refuse service to any person.

We will not be responsible for loading, packaging or shipping or during the checkout period. Please make sure you bring enough people/supplies to help you load. WE WILL NOT LOAD ANY ITEMS - THIS IS THE BUYER'S RESPONSIBILITY.

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