



Terms and Conditions of Auction

Please read and familiarize yourself with these terms and conditions, as you will be bidding strictly according to these terms and conditions.

ANY QUESTIONS - Call our Office at 570-937-9300 .

1) AUCTION SITE USER AGREEMENT - This is a legal agreement between you (the User or Buyer) and the Site Owner or Auction Company. You must be at least 18 years old to bid. Dunn and Madden Auction Services LLC. (hereinafter referred to as Auction Company) at its sole discretion, may ban from further use any Buyer or Seller which Auction Company believes to have in any way misrepresented itself or any item, failed to abide by the terms and conditions, or conducted any improper auction behavior as determined solely by Auction Company. Any Seller who misrepresented their items and any Buyer who improperly fails to carry through with a purchase will be banned from any further use and may be subject to additional legal actions.

2) REGISTRATION - All Bidders are required to register for a bidder's number to bid at our online auction. Bidders must register online providing the necessary registration information such as name, address, phone numbers, driver's license, email address, and any other information requested for identification. The Bidder hereby acknowledges that he/she is of legal age and sound mind. By registering you are agreeing that you have read and fully understand the complete "Terms and Conditions of Auction", and any additional terms and conditions announced or on the website, and agree to be bound thereby. All registered Bidders take full responsibility for their bidder's number. Bidder numbers are nontransferable. All bids made by the holder of the number will be the responsibility of the registered Bidder. All sales are final. No refunds, reductions, returns or exchanges! No Exceptions! The Auctioneers reserve the right to refuse any applicant for a bidding number or the privilege of bidding at any online auction and to revoke such privilege at any time.

3) ALL ITEMS SELL WITH RESERVE - All items in the online auction sell with reserve and subject to the Auction Company/Sellers acceptance and/or rejection of the high bid.

4) BIDDING - Do not bid unless you agree to ALL of the terms and conditions posted herein. By bidding you are acknowledging agreement with all of the terms and conditions included herein and else where on our website. The highest Bidder shall be the Buyer and no Bidder shall retract their bid. A Buyer is deemed to have accepted an item or lot when they make their bid. A successful bid at auction constitutes a legally binding contract of sale. All sales are final. The Auctioneers reserve the right to reject any and all bids on items and lots not being sold at absolute auction. The acceptable bidding increments are established and controlled by the Auctioneer. The Auctioneers reserve the right to bid on behalf of the Seller/s.

5) BUYERS PREMIUM - A 10% Buyers Premium Applies on ALL purchases. A 10% Buyers Premium will be added to all purchases. A Buyers Premium is a predetermined percentage or flat fee added to the high bid price to achieve the contract sales price. The use of a Buyers Premium will not in any manner whatsoever constitute an agency relationship between the Auctioneers (their licensees, employees or agents), and the Buyer. The Auctioneers, licensees, employees and agents are agents for the Seller Only. The Buyers Premium has been a choice of the Seller/s. The Buyers Premium may vary depending on the auction. The Auction Company may change the Buyers Premium at any time to meet the needs of the Seller and/or to abide by the auction listing agreement.

6) POSTED CLOSING TIMES - Posted closing times and displays of the Auction Companies current time are approximate. Auction Company reserves the right to close early or extend an auction at any time at its sole discretion. It is strongly recommended that bids be placed early to avoid losing out due to an ill-timed, last minute bid or technical difficulty. All times are based on the Eastern Standard Time Zone unless stated otherwise.

7) PAYMENT - Payment will be by Cash or Check Only at the time of pickup. No post dated checks will be accepted and will be treated as non-payment. Buyers agree to not "stop payment" on any checks. No purchases may be removed from the auction site until said purchases are paid for in full. Auctioneers reserve the right to have all payments converted to valid cash before removal of any items or lots.

8) PAYMENT RESPONSIBILITY - The Bidder hereby further agrees that whether he/she shall be acting as a principal, an agent, an officer or director of a corporation or partnership, or otherwise in any capacity whatsoever, the Bidder and the Company he/she represents shall both be responsible for the payment of the purchase price, Buyers Premium and applicable taxes with respect to any and all items and lots for which the Bidder shall be the successful Buyer at the online auction. And, if the Buyer shall tender a non-certified check in payment for the whole or any part of such purchase price, Buyers Premium and applicable taxes, all items and lots sold in reliance on such check shall be subject to seizure by Auctioneers and/or their licensees, employees and agents at the sole cost and expense of the Bidder in the event that such check shall be dishonored upon presentation of payment. In the event of non-payment, dishonored, stop payment or canceled check for purchases as stated herein, the Auctioneers shall have a possessory lien on said unpaid purchases until such purchases are paid in full. In the event of any lawsuit or legal action taken in connection with or arising out of the terms herein, the Auctioneers shall be entitled to recover all costs, expenses and attorney fees.

9) LATE PAYMENT - Any payment accepted late shall incur a twenty-five percent (25%) surcharge on the full amount of the invoice.

10) PURCHASE PRICE CALCULATION - Note that the purchase price is the sum of the bid price, the Buyers Premium, any Buyers Fee, and the sales tax if applicable. All payments must be in US Funds. We do not accept partial payments. Invoices must be paid in full prior to pick up.

11) REFRESH BUTTON - To keep your screen current for proper bidding you will need to hit the "Refresh Button" often. Practice prior to bidding to understand how the refresh button works.

12) AUTO EXTEND FEATURE - Please note when bidding, there is an auto-extend feature on this online auction system. If someone bids in the last 2 minutes immediately prior to the end of the auction on that item, the online auction system will automatically extend the bidding time for a 2 minute increment (and will continue to do so) until there is a 2 minute period (after the original closing time) where no one bids, then the auction on that item will close. This feature will leave the bidding open for any item that has received a bid within the last 2 minutes from the last recorded bid time, even if the ending time has been reached. This feature has been added to eliminate sniping and to make the online bidding process more fair and resemble a 'live' auction. Keep in mind that seconds are not recorded with bid entries. A bid recorded at 5:30 and 40 seconds will have a recorded bid time of 5:30. Bid & refresh immediately and often.

13) REMOVAL AND FAILURE TO REMOVE - All purchases must be removed from the auction site without damaging any property and within the posted time frame allotted. Removal is at the Buyer's sole obligation, cost and risk, and only in a manner approved by the Auctioneers. All costs, responsibility and risk of such removal shall be borne by Buyer and, in every case; Buyer will use prudence and care in such removal. In the event the Buyer fails to pay the whole of the purchase price, fails to remove all purchased items and lots, or comply with any other condition herein contained or agreed to, the deposit shall be forfeited to the Auctioneer and the Auctioneer shall retain a possessory lien on all items or lots of the Buyer. The auction deposit and any payment made by the Buyer shall be retained by the Auctioneers for application against such deficiency. The Buyer agrees that the Auctioneer and/or Seller may retain all monies received pursuant to any such resale and apply that money toward any deficiency without further notice. The Auctioneers reserve the right to require proof of adequate insurance coverage from any Buyer of items or lots requiring dismantling, rigging, hot cutting, refrigerant certification, or any situation deemed necessary by the Auctioneers. Buyers agree to indemnify and save harmless both the Sellers and the Auctioneers, licensees, employees and agents, against any and all damage caused by the acts of the Buyers and/or their agents, employees, etcetera, in connection with the dismantling or removing of any item or lot. Buyers agree that any and all damages to the land or buildings, inside and outside, caused by them must be fixed, replaced or repaired to Auctioneer's and/or Seller's satisfaction, before they are permitted to leave with their purchases. If for any reason, the Buyers fail to remove any item or lot within the specified time, the item or lot will be deemed abandoned and the Auctioneer shall have the right but not the obligation, at their sole discretion to resell, discard or remove and store the items or lots at the Buyers' sole risk and expense, without any notice to Buyer and without waiving any rights that Auction Company or Seller may have against Buyer. The Buyers understand that they will lose any right, title or interest the Buyers may have acquired and the item or lot shall revert and repossess to the Seller or Auctioneer without any further notice to the Buyers. In addition, Buyers will be liable for any rent incurred, labor, storage, hauling, dump fees, etc, and damage suffered by the Auctioneers because of the Buyers failure to remove any item or lot. It is the Buyer's responsibility to secure all safety equipment to meet all applicable government safety standards in using or removing any items or lots purchased. Any fluids, spills, release into the environment, or any contamination whatsoever caused by the Buyer, their agents, employees, contractors, etc., during the auction or removal, are strictly and solely the Buyer's expense and liability to correct, remove and clean up. The Buyer takes full responsibility for compliance with applicable environmental laws and exercise all reasonable care to ensure that there is no release to the environment of any hazardous materials, wastes or substances as defined in applicable Federal, State and Local Statutes, Laws, Regulations, Rules or Ordinances. The Buyer hereby agrees to indemnify and hold harmless the Auctioneer and Seller from any and all damages, claims or liabilities from any and all injuries to persons or property of any type whatsoever caused by the Buyer, their agents, employees or contractors during the viewing and/or removal, as to the use or operation while inspecting the items or lots, and as to the use or operation surrounding the removal of purchased items or lots, and as to any environmental situations created by the Buyer. No purchases may be removed from the auction site until said purchases are paid for in full.

14) REMOVAL EXTENSION - On a case by case basis and at the Seller's or Auctioneer's discretion, the Seller or Auctioneer may grant a Buyer a removal extension with a non-refundable (per day) extension fee as set by the Seller or Auctioneer. Full payment of the extension fee must be made at least twenty-four (24) hours prior to the start of the extension.

15) NON-DELIVERY (BILL OF SALE – TRANSFER OF OWNERSHIP) - The Auctioneer and Seller shall in no event be liable to the Buyer for non-delivery (bill of sale – transfer of ownership) of any items or lots for any reason whatsoever except for the return to the Buyer of the deposit or other sums paid for such non-delivered items. This non-delivery period extends from the fall of the hammer until the time allotted for the removal process concludes. In no event will the Auctioneer's or Seller's liability to the Bidder exceed the amount actually paid by the Buyer. The Buyer hereby acknowledges and agrees that the Auctioneer and Seller shall not be liable for special, consequential or incidental damages. The Buyers shall have no further claim or recourse against Sellers, Auctioneers, licensees, employees and agents. Delivery in this section refers to the transfer of ownership and not the physical delivery of an item or lot to the Buyer or their address.

16) NON-DELIVERY OF ITEM/S OR LOT/S - In the event any item/s or lot/s are not available for Buyer removal (for any reason), the Buyer will be reimbursed any monies paid on those item/s and/or lot/s only, and the balance of the purchases must be paid for in-full and removed in the proper time frame. The lack of delivery on any part of the Buyers purchase does not nullify the remainder of the purchase. Buyer will proceed in accordance with all terms and conditions posted herein, including any addendum/s and/or attachment/s made to these terms and conditions. In no event will the Auctioneer's or Seller's liability to the Bidder exceed the amount actually paid by the Buyer. The Buyer hereby acknowledges and agrees that the Auctioneer and Seller shall not be liable for special, consequential or incidental damages. The Buyers shall have no further claim or recourse against Sellers, Auctioneers, licensees, employees and agents. Delivery in this section refers to the transfer

of ownership and the physical delivery of an item or lot to the Buyer.

17) ADDITIONS OR WITHDRAWALS - The Auctioneers reserve the right before, or during the auction, to withdraw from the auction any of the items or lots listed or to sell at this auction items or lots not previously listed. Auctioneers also reserve the right to group and regroup items and lots, or separate items and lots, or parts of a lot as deemed necessary by the Auctioneers. The Auctioneers reserve the right to sell all of the items and lots listed in bulk or to sell any and all items or lots prior to the auction. All items and lots are subject to prior sale and cancellation. Auctioneer and Seller reserve the right to augment the auction with items from additional Sellers. These items and lots may be interspersed and not specifically identified throughout the auction.

18) SALES TAX (if applicable) - All applicable sales tax, according to the governing tax laws in the state where the auction is being held, will be added to the purchase price on all taxable items or lots unless the Buyer files a properly completed tax exempt form with our auction office prior to the auction. All bidders will be subject to the sales tax unless you provide our office with the documentation we require for exemption including (out-of-state Buyers and out-of-country Buyers must pay sales tax on all items including titled items), unless stated otherwise in the auction terms.

19) TITLES - Title and Vehicle transfers will be delivered to the Buyer upon full payment and within legal guidelines. A mutually agreeable time and location will be set by Sellers and Buyers to complete notary work at a licensed Notary.

20) VIEWING - The Buyers are afforded a time specific stated opportunity (or viewing by appointment) to inspect the items and lots prior to final close of the online bidding for the auction. The Buyers are relying solely on their investigations and inspections, and not any representations made by the Sellers, Auctioneers, their licensees, employees and agents or descriptions posted online. The Buyers hereby waive any and all further inspections. The Buyers fully agree and understand that they are purchasing each and every item and lot in an "As-Is"- "Where-Is" condition, with all its goodness and faults. The Sellers, Auctioneers, their licensees, employees and agents, make no representations, guarantees or warranties of any kind, either expressed or implied, statutory or otherwise of any nature whatsoever.

21) PERSONAL AND PROPERTY RISK - Persons attending during viewing and/or removal of items and lots, assume all risks of damage or loss to person and property and specifically assume all risks by reason of any defect in or condition of the premises on which the viewing and/or removal is held. Auctioneers, licensees, employees, agents and/or Sellers are not responsible for accidents or theft, personal or physical, on the premises or in coming or going, to and from the viewing and/or removal. All persons in attendance during viewing and/or removal shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by the Auctioneers, and federal, state and local regulations. Buyer specifically releases Auctioneers, licensees, employees and agents from any and all liability thereof.

22) AS IS – WHERE IS - All items and lots are sold on an "AS-IS", "WHERE IS" and "WITH ALL FAULTS" basis "WITHOUT EXCEPTION" with no warranty of any type expressed or implied as to the merchantability or fitness for any particular purpose of any goods offered in this sale. The Auctioneer and Seller expressly and specifically disclaim, without limitation, any warranty of merchantability or fitness for a particular purpose. Removal is at the Buyer's sole obligation, risk and expense. No sale will be invalidated by reason of any defect or inaccuracy in any of the items or lots by reason of their being incorrectly described orally or written, invoiced or cataloged, and no liability will be borne by the Auctioneers, licensees, employees and agents in respect to any such faults or errors. All marketing and information has been prepared only as a guide and is not offered as completely accurate, nor does it give the Buyers all of the information on the item or lot. Except as herein contained, there shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever. The Buyers will accept the items or lots in spite of any defects or conditions, known or unknown, visible or not visible, and therefore Buyers do by these presents remise, release, acquit, quit claim and forever discharge the Sellers, Auctioneers, licensees, employees and agents from any and all claims now and in the future. The Buyers should avail themselves the opportunity to inspect all items and lots. All Buyers are urged to physically inspect the item during the inspection period. All sales are final. No bids can be withdrawn during or after the auction for any reason. Buyer understands that these terms as well as all other terms and conditions can only be amended or revised in writing and signed by the Auctioneer. Buyer also agrees that any oral, written or electronic representation made by the Auctioneer shall not modify these "AS IS - WHERE IS" terms. Buyer understands that any description given in the catalog or written on the equipment is not guaranteed, and Buyer will rely entirely on their own inspection and/or investigations. All information and descriptions contained in advertising this sale are believed correct, but no responsibility is assumed by Auction Company or Seller for any errors or omissions.

23) DISPUTES - In the event that you have a dispute with one or more users, you release Auctioneers/Provider (and our officers, directors, licensees, agents, subsidiaries, employees, and parent companies) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If any dispute arises as to any bidding between two or more Bidders or as to an item or lot, etcetera, the Auctioneers at their sole discretion, may immediately put the disputed lot online again for auction or declare the Buyer by decision. The actions and decisions of the Auctioneer shall be binding, final and absolute. Should a dispute arise after the auction, the Auctioneers sales/electronic record will be deemed as final and absolute. In no instance will a dispute be recognized once the item or lot has been removed from the premises.

24) CLAIMS - No claims or returns will be allowed after the items or lots have been removed from the premises. No claim will be allowed for adjustments or rescission of any sales based upon the failure of the item or lot to correspond with any standard and/or expectation of the Buyer.

25) POOLING - Pooling or bid rigging is fraud and a serious Federal Offense. The Auctioneers reserve the right to pull the item/s or lot/s from

the auction or void any sale at auction or bid on behalf of the Seller/s, when the Auctioneers detect or suspect pooling by two or more Bidders. Pooling will be prosecuted to the fullest extent of the law.

26) ITEM/LOT RESPONSIBILITY - Items and lots become the complete and sole responsibility of the Buyers for the care, custody and protection immediately upon the online auction system closing the bidding or in a customary manner changes ownership. It shall be the responsibility of the Buyers to insure their purchases immediately. The Auctioneers, licensees, employees and agents assume no responsibility for any missing or damaged items or lots and are specifically not acting as the Buyer's security agent.

27) THEFT - Theft is a serious concern to all of us, if discovered, the individuals involved will be prosecuted to the fullest extent of the law. The Auctioneer reserves the right to inspect all vehicles, tool boxes, etc. Instances of theft will result in immediate termination of future bidding and current removal privileges.

28) FORUM SELECTION AND APPLICABLE LAW - The parties agree that any litigation or dispute concerning enforcement of this contract or arising out of this online auction shall be brought in the State of Pennsylvania, the jurisdiction shall be in the County of Beaver and that Pennsylvania law shall govern, irrespective of the location, county or state where the auction was held. The prevailing party shall be entitled to an award of court costs and attorney fees incurred.

29) INFORMATION - This site and the information, content, and materials on this site are provided on an "AS IS" "Where Is," and "Where Available" basis. Auctioneer/Provider makes no representations or warranties of any kind, express or implied, as to the operation of the site, the content, information, or the materials on this site. To the fullest extent permissible under applicable law, provider expressly disclaims all warranties, expressed or implied of any kind, with respect to any of the materials, content, or information on this site or any goods or other products or services offered, sold, or displayed on this site or your use of this site generally, including warranties of merchantability, accuracy of information, quality, title, fitness for a particular purpose, and non-infringement.

30) INFORMATION DISCREPANCIES - While quantities and descriptions are believed to be correct, there are no warranties or guarantees, expressed or implied, and the Auctioneers, licensees, employees and agents will not be held responsible for advertising discrepancies, inaccuracies or failure of the merchandise to correspond with any standard and/or expectation. No item or lot shall be sold or deemed to be sold by description. A Buyer shall not be entitled to rely on any representations made either in writing or orally, by or on behalf of, the Sellers, Auctioneers, licensees, employees and agents. The description, measurements, dimensions, serial and machine numbers, year, model, quantities, weights, value, quality, capability, usability, function, performance, condition, salability or other particulars set out in the newspaper ads, auction brochures, catalogs, and/or invoices are believed to be accurate, but such information is given by way of identification only and no warranty, condition or guarantee is given or is to be implied as to the accuracy of such descriptions, measurements, dimensions, serial and machine numbers, year, model, quantities, weights, value, quality, capability, usability, function, performance, condition, salability or other particulars, or the genuineness or authenticity of any item or lot, and neither Sellers nor Auctioneers, licensees, employees and agents, will be responsible for any damage or loss, consequential or otherwise, arising as a result of any inaccuracy in respect thereof. Announcements and postings shall take precedence over any advertising or pre-auction material, written, oral and/or electronic.

31) DISCLAIMER OF WARRANTY AND RELEASE - You expressly agree that the use of this Website is at your sole risk, responsibility and obligation. Neither the Auction Company, its affiliates, nor any of their officers, directors, licensees, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this Site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the Site.

32) ERRORS, OMISSIONS, ETC - The Site may contain errors, omissions, inaccuracies, or outdated information. Further, Auctioneer/Provider does not warrant reliability of any statement or other information displayed or distributed through the Site. Auctioneer/Provider reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site. Auctioneer/Provider may make any other changes to this Site at any time without notice. Auctioneer/Provider makes reasonable commercial efforts to make the Site available at all times, however, Auctioneer/Provider is not responsible for any service interruptions, including, but not limited to, interruptions that may affect aspects of the sale of equipment.

33) INDEMNITY CLAUSE - Buyer/s agree to indemnify and save harmless Auctioneers and their employees, licensees, agents, successors or assigns, against any and all claims, injury, loss, liabilities, lawsuits, damages, demands, action or cause of action whatsoever in any manner arising from this auction or privately negotiated sale; including costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the Bidder now has or which may arise in the future on the account of or in any way growing out of or connected with any defects, latent or otherwise, or the physical condition of any items or lots purchased or any law or regulation applicable thereto. The indemnity clause applies to the auction and/or a privately negotiated sale, before, during and after, the auction or the privately negotiated sale, and shall survive settlement or lack thereof. Auctioneers are not responsible for accidents. Buyers must insure their own liabilities, interests, etcetera in all real estate and/or personal property. The Buyer/s also agree to indemnify and save harmless Auctioneers and their employees, licensees, agents, successors or assigns, against any and all claims, injury, loss, liabilities, lawsuits, damages, demands, action or cause of action whatsoever in any manner, etcetera, pertaining to hazardous materials, substances, sites and/or conditions, (known or unknown), and are strictly and solely the Seller's ownership, responsibility and liability.

34) LIMITATION OF LIABILITIES - You agree that the Auctioneer/Provider and its providers shall not be liable for any damage, loss, or expense of any kind arising out of or resulting from your possession or use of the materials, content, or information on this site (Auctioneers or

Provider) or from your purchase or sale of goods through this site regardless of whether such liability is based in tort, contract, or otherwise. In no event, including without limitation, a negligent act, shall Auctioneer/Provider or any of its providers be liable to you for any direct, indirect, special, incidental, consequential, or punitive damages (including, without limitation, loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business, etc.), arising out of or in any way related to the materials, content, or information on this site or any other products, services, or information offered, sold, or displayed on this site, your use of, or inability to use this site generally, or otherwise in connection with this agreement, regardless of whether Auctioneer/Provider or any of its providers have been advised of the possibility of such damages.

35) RECORDS - The records (written, audio, video, digital, computer generated and etc.) of the auction kept by the Auctioneers, Providers, bookkeepers and employees will be taken as final in the event of any disputes or claims.

36) AGENCY - The Auctioneers, licensees, employees and agents are acting as an agent for the Seller only and are not responsible for acts of its principals, nor liability for damages, accidents or theft.

37) BINDING - It is agreed that the Bidder shall be bound by these terms and conditions, and if there is more than one bidder, the obligations imposed by these terms and conditions, shall be joint and several. If any term or condition is determined by a court to be unenforceable, the remainder of the terms and conditions shall not be affected. All terms and conditions shall survive settlement or lack thereof.

38) ABSENTEE BIDS & PROCEEDURE - All absentee bids are handled by the online auction system of bidding. Buyer understands that all terms and conditions posted herein including addendums and attachments, apply to absentee bids as well. Because of the random nature of the auction bidding process, it is possible for the high bid to be by another Bidder, at the same amount that was left by the Absentee Bidder, therefore, it is agreed by the Absentee Bidder that neither the Sellers, Auctioneers, licensees, employees nor representatives, including the online auction service provider assume any liability or responsibility of any kind whatsoever for failure to execute bids for or on behalf of the Absentee Bidder for any reason whatsoever.