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Website: www.keeneyauction.com

License No. AY001972

AUCTION TERMS AND CONDITIONS

Payment Terms: All purchases are to be paid in US funds on auction day. Cash, cashiers check, credit card, or certified check will make payment. Company checks must be presented with a current bank letter guaranteeing payment to Keeney Auction Company, Inc. Equipment will not be released from sale site until purchases have been paid in full. If you as a buyer need financing, you must have a pre-approved letter of credit addressed to Keeney Auction Company, Inc from the financial institution which provides for you before the date of the auction. If you do not meet these requirement, PLEASE DO NOT BID !

Bidding Terms: The auction will be conducted by offering the items by the lot, either individual or in groups. The bidder offering the highest bid, accepted by the auctioneer shall be the purchaser of the offered lot and no purchaser shall retract his bid. Purchaser accepts a lot when he makes a bid. All sales are final.

Terms of Sale: Every Item sold as is where is, no guarantees or warranties whatsoever. Please inspect equipment before bidding.

Auction Site: Buyer acknowledges that the auction site and anywhere the property to be sold is located or displayed is a potentially dangerous place. Heavy equipment is being operated, potentially dangerous materials may be present, electric circuits may be live and other potential dangers may exist. Every person at the sale site (and other areas where the property is located or displayed) at all times shall be there at their own risk with notice or the conditions of the premises, the activities on the premises, potential conditions of the premises and the conduct of third parties and buyer shall so advise his agents and employees. I hereby, release, waive, discharge, and covenant not to sue and hold harmless from any and all liability claims, costs, and expenses whatsoever arising out of or related to any loss, damage, or injury that may be sustained in the auction process at any Keeney Auction Company, Inc sale sites. We will also not be responsible for any property damage to equipment held on consignment. This is the responsibility of the owner of the equipment and liabilities that may arise from it. No persons shall have any claim against the Auctioneer, their agents, employees, or principals for any injuries or death to any person or persons whosoever or property damage caused by Buyer, his agents, or his employees.

Auctioneers, at any time, and at their sole discretion, without notice or liability to buyer may:

- a. withdraw or cancel the sale of any lot, or
- b. offer any lots in groups or with privilege.

No person shall bid on any lot:

- a. of which he is the consignor; or
- b. as agent, associate, or on behalf of the consignor.

Any dispute arising as to any bidding shall be settled by Auctioneers at their sole discretion and Auctioneers may put the Lot in dispute up for sale again. Auctioneers reserve the right to refuse any bid which they consider to be an insignificant advance over the preceding bid.

A. Purchases become the responsibility of and shall be at the risk of Purchaser upon acceptance of his bid. It shall be the responsibility of Purchaser to insure this purchases immediately. Auctioneers shall not be responsible for loss or damage to any purchase.

Notices To Buyers:

1. Any lot which sells for \$2,500 or less shall be subject to a handling fee equal to 10% of that price.
2. Any lot which sells for \$2,501 or more shall be subject to an administrative fee equal to 1% of that price.

Motor Vehicle Requirements:

Titles will be mailed via registered US mail Ten (10) banking days after receipt of payment, unless payment is by cash or cashiers check. If requested, titles can be sent via UPS, on a collect basis. You will need to provide a collect basis. You will need to provide a UPS account number. Please check your invoice for accuracy. The name on your invoice is the name that will appear on registration certificates or titles to units you have purchased. Names on invoices cannot be changed after sale day. Purchaser shall not be entitled to possession of any of his purchases until the total purchase price of all his purchases including all applicable goods, sales or use taxes, has been fully paid. In the event Purchaser fails to pay the amount due within the prescribed time, or fails to comply with any Terms, Auctioneers shall retain a possessory lien on all Purchases by public or private sale without notice to Purchaser. Should Auctioneer resell any Purchase, the net proceeds therefrom (after deducting commission of 14% and any costs) shall be credited to the original purchaser's account and the original purchaser shall forthwith upon demand pay auctioneers, as damages any deficiency arising from the resale.

All Purchases must be removed from the auction site within the time announced or posted at the auction site and all costs, responsibility and risk of such removal shall be obtained by purchaser. Purchaser shall use prudence in effecting such removal. Auctioneers reserve the right to require proof of adequate insurance coverage from any purchaser for purchases requiring dismantling, rigging or hot cutting. Purchasers agrees to indemnify and save harmless both consignor and auctioneers against any damage caused by the acts of purchaser. If for any reason purchaser fails to remove any purchase with in the time specified, the purchase shall be deemed abandoned, and Auctioneers at their sole discretion may resell per term above, or remove and store the said purchase at purchaser's sole risk and expense. Purchaser shall be liable for any rent incurred or damages suffered by auctioneers because of purchaser's failure to remove any purchase.

BY SIGNING BELOW I AGREE TO THE ABOVE TERMS AND CONDITIONS:

Signature: _____

Date: _____