

Miller Time Auction & Real Estate Service, Inc.

Terms & Conditions

These terms & conditions (**the "Terms"**) that shall apply to any purchase by any party (**a "Buyer"**) either directly from Miller Time Auction & Real Estate Service, Inc. its employees, agents or representatives, herein after referred to as ("**MTA**") or in a transaction (**a "Transaction"**) in which MTA serves as broker, agent, liquidator, auctioneer. These terms apply to all Transaction conducted by MTA, without limitation. Terms shall remain in effect until either revoke in writing by the Buyer (Buyer withdrawal does not void previous sales terms) or by MTA at their discretion. If any provisions of these Terms are deemed to be illegal, invalid, or unenforceable, the legality, validity, & enforceability of the remaining shall not be affected. **Terms of Sale may vary for each auction.** Buyer is responsible for the understanding of any payment, requirements, fees, premiums, other contracts, supplements & deadlines.

Terms and Conditions

1. **Sale...** constitutes all property including but not limited to equipment, vehicles, merchandise, real estate etc... hereafter referred to as: ("Goods"). The Buyer understands & agrees: (1) the condition of item(s) offered may vary. (2) any description, sample or photograph of the item(s) furnished is solely for identification, & does not create any warranty expressed or implied. In the event of a discrepancy, the descriptions or announcement(s) will be the basis for confirmation of item(s). (3) buyer has inspected or has had the opportunity to inspect, all of the item(s) upon which Buyer will be bidding and/or purchase, (4) all item(s) are purchased & accepted by Buyer "**AS IS**", "**WHERE IS**" AND "**WITH ALL FAULTS**".
2. **Payment...** Item(s) must be settled day of sale: Cash, Approved Check, Bank Transfer, or Approved Credit Cards. (**Checks & Wire transfers must be approved prior to bidding**). **Real Property payments, refer to Contract.**
3. **Taxes...** Buyer must also pay to MTA all applicable taxes, unless buyer has provided MTA tax exemption certification in a form, scope & substance to MTA standards. **U.S. Dollars.**
4. **Auction fee...** MTA at its sole discretion may impose a buyer auction fee (buyer's premium) on any item(s) offered for sale. This fee will be added to the final bid price of any item & will be become the total amount due (excluding taxes).
5. **Internet fees....** MTA at its sole discretion may impose a fee for bids placed through the internet. These fees will be added to the final bid price of any item & will be become the total amount due (excluding taxes) & paid by the buyer.
6. **Buyer's Responsibility & Removal...** The bidder's number is nontransferable. The buyer is responsible for all goods once the item(s) have been charged to them & full ownership will pass to the buyer, subject to full payment. Conditions of the item(s) as well as their security etc... are the responsibility of the buyer, & may be removed once the item(s) has been paid for. No adjustment will be made for any item(s) which are uncounted for, damaged etc... once they have been mark sold & charge to the Buyer. Buyer is solely responsible to provide personnel, equipment or material needed to pick up item(s) & assumes all responsibility for the removal of purchases & any and all risks associated with such removal including, without limitation, the responsibility for providing licensed, qualified & bonded professionals to ensure proper disconnection from all utilities.
7. **Sale of Goods ...** All sales are final. A successful bid at auction, whether live or online, constitutes a legally binding contract of sale. No refunds, returns or exchanges.
8. **Disputes....** MTA, in its sole discretion, shall settle any disputes arising at any sale.
9. **Reserves....** MTA in its sole discretion shall reserve the right to establish a reserve or minimum price on any item without having to announce, post or publish notice.
10. **Refusal....** MTA in its sole discretion, reserves the right to refuse the bid of any person without providing any notice or reason therefore.
11. **Bid Increments...** MTA in its sole discretion shall control all bidding increments.
12. **Lots & Bidding ...** MTA reserves the right, to sell item(s) on a piece basis or as a complete lot. MTA reserves the right to group, reduce, add to or delete lots. If there is a dispute of entitlement, MTA will determine the successful bidder or re-auction the item in dispute between conflicting parties. MTA reserves the right to hold all bulk bids in abeyance & at the conclusion of the auction or after the offering of a specific item, to accept either the bulk bid or the aggregate of the individual bids received during the auction, which ever is higher.
13. **Information Provided...** by MTA to buyer(s), including without limitation, any advertising, sales catalog or otherwise, is subject to deletions, errors, additions & changes without notice. Although information is gathered from sources thought to be reliable. MTA shall have no responsibility whatsoever for any information provided to any party. Buyers shall rely solely on their investigation & inspection of any Goods. Any final announcements made on the day of the auction take precedence over any printed materials or notice.
14. **Additional Terms & Conditions...** MTA may add other terms & conditions of sale at any time prior to bidding. These additions do not alter in anyway the basic terms & conditions of sale. Headings herein are for convenience only & shall not limit or alter the Terms hereof.
15. **Hazardous Materials...** MTA has no expertise in the identification, handling, or disposing of hazardous materials. MTA makes no representation concerning hazardous materials.
16. **Agency...** MTA in all transaction working on behalf of a owner or third party, shall act as an agent only & shall have no liability whatsoever for the acts of any principal.

17. **Acknowledgement...** If the buyer fails to comply with any of these terms, MTA shall have all rights & remedies available. MTA may retain all deposits & payments received & may resell any Goods that Buyer fails to purchase. Buyer shall be responsible for all cost, losses, or damages suffered by MTA, their clients (1) as a result of Buyer's breach of any of the terms, including, without limitation, lost profits & consequential damages, & (2) incurred in connection with the enforcement of MTA rights, including without limitation, legal fees & cost & expenses related to the resale of Goods, including storage & rigging fees. Governing Law... The validity, construction & performance of these Terms shall be governed by the law of the State of Arkansas. All complaints and/or hearings will be filed & heard in the county in which MTA list as their primary place of business. Unless stated specifically in writing on the Invoice or Contract, no statement(s) of any other paragraph shall be construed in any way to contradict the provisions of these terms.
18. **Acts of Others...** Persons in attendance during inspection, sale or removal of merchandise assume all risks of damage or loss to persons, property, or merchandise & shall exercise proper precautions at all times for the protection of persons & property & shall comply with all safety & health requirements as directed by MTA, Owner, local, state & federal regulations. MTA, Seller, Property Owner, shall not be liable by reason of any defect in or about the condition of the premises on which the auction is held. Buyer specifically releases MTA, Seller, & Owner from all liability thereof.

Revised & Effected: March 1, 2007