

Paul McInnis LLC – TERMS & CONDITIONS

The property listed and described in this auction will be offered under the following terms and conditions of sale, such terms and conditions of sale and descriptions of items may be amended, updated or altered at the time and place of sale. These terms and conditions of sale, and any announcements, shall be binding on any bidder or attendee (hereinafter referred to as registered bidder, buyer or attendee), whether present, represented by an agent, absentee and/or Internet bidders. Bidders are bound by these terms and conditions of sale and the bidder registration form, which is incorporated in and made a part hereof. This auction is being conducted by Paul McInnis LLC, Auctioneer (hereinafter referred to as PMLLC, Auction Company or Auctioneer).

1. REGISTRATION – Onsite registration requires a valid Driver's License. Online registration requires a bidder to place a credit card on file. By providing a credit card, you authorize Paul McInnis, LLC to charge your credit card for all auction invoices including buyer's premiums.

2. VENUE – This auction is being conducted by way of a live onsite auction to begin Wednesday, June 28th at 11:00 a.m. EST. with Online Bidding available.

3. LOCATION OF THE AUCTION- 59 NH Route 11 Farmington, New Hampshire.

4. Inspection- Monday, June 26th and Tuesday, June 27th from 1:00 to 4:00 p.m. 59 NH Route 11 Farmington, New Hampshire. **Note:** Given the circumstances of this Estate essential details and condition may not be known about the various equipment being sold.

5. BUYER'S PREMIUM –A **13% Buyer's Premium** is added to the high bid price for each lot to become the total purchase price. **Online Buyer's Premium 15%.**

6. PAYMENT TERMS – Payment in full must be made no later than Thursday, June 29th by 5:00 p.m. by MasterCard, Visa, cash, cashier's check, or wire transfer. Checks are only accepted with an original letter of guarantee addressed to Paul McInnis LLC which must be approved prior to Tuesday, June 27th at 5:00 p.m. EST (see website for form). **3% Discount for cash, cashier's check, or wire transfer.**

For international buyers, we require a wire transfer in US Funds.

7. SALES TAX – There is no sales tax in the State of New Hampshire. It shall be the buyers' responsibility to pay all taxes applicable in their home state or country. Buyers will take delivery in New Hampshire, with no exceptions.

8. REMOVAL OF PROPERTY – None of the property may be removed from the premises until the total purchase price has been paid and funds cleared to the satisfaction of the Auctioneer. All property is to be removed, at the buyer's expense, Thursday, June 29, or July 5th, 6th, or 7th from 8:00 a.m. until 4:00 p.m. The auction company assumes no responsibility for acts or omissions for such handling including, but not limited to, theft, loss, damage, or any transportation, whether at the direction of the buyer or PMLLC. Buyer shall be solely

responsible for loading, shipping, and transportation of the buyer's purchases at buyer's sole expense. No equipment will be available for loading.

9. SHIPPING– Paul McInnis LLC will not be responsible for arranging shipping. Buyers must make their own arrangements with any vendors and complete a Shipping Request Form (available on our website) indicating a buyer's request for us to turn purchases over to a vendor for shipping.

10. "AS-IS" "WHERE-IS" – All property is sold "as-is" and "where-is," all sales are final and neither PMLLC nor the seller makes any express or implied warranty or representation of any kind or nature with respect to the property being sold. In no event shall PMLLC or the seller be responsible for the correctness of or be deemed to have made any representation or warranty of, merchantability, fitness for purpose, description, size, genuineness, year of manufacture, attribution, provenance, or condition concerning the property, or any warranty that any item complies with any applicable federal or state laws. All measurements are. No statement set forth in the brochure and catalog, or made at the sale, or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or an assumption of liability. PMLLC makes no representation or warranty as to the accuracy of the descriptions or representations as listed in the catalogue listing or of the mileage and/or odometer readings or serial, body or chassis numbers. PMLLC acts exclusively as the agent of the seller. All bidders acknowledge that PMLLC is under no obligation to verify the accuracy of any information provided; furthermore, all bidders represent that they have conducted their own inspection and due diligence. Auction subject to errors, omissions and withdrawals. It is the buyer's responsibility to inspect all lots prior to bidding to ensure that the condition is to their satisfaction. All goods are sold "As-Is" and "Without Recourse." Please satisfy yourself as to the condition of the item before bidding.

12. BIDDING INCREMENTS – Paul McInnis LLC reserves the right to change bid increments at any time prior to or during the auction.

13. DISPUTE BETWEEN BIDDERS – If any dispute arises among bidders, the Auctioneer may decide the same or may immediately put the lot or item up for sale again and resell to the highest bidder. The Auctioneer shall not be liable for missed bids, unexecuted absentee bids or Internet bids. In the event of a tie bid between an online bidder and a floor bidder, the floor bidder will take precedence. The decision of the Auctioneer shall be final and absolute.

14. CONFIRMATION OF PURCHASE – Title to the property shall pass to the Buyer upon the Auctioneer's declaration as "Sold" or if the high bid is confirmed acceptable to the Seller, subject to the compliance by the Buyer of the terms of sale. The buyer assumes all responsibility for the item or items and shall pay the total purchase price. All sales are final, subject only to these terms and conditions. The buyer assumes all risk of loss whether by damage, theft, fire, etc. from the time the hammer falls or they become the high bidder.

15. DEFAULT – Should any successful bidder fail to make payment in full within 10 days of the auction the auctioneer and seller reserve the right to cancel the sale and re-offer any lot or lots at their sole discretion. In addition, the auctioneer and or seller reserve their right to seek remedies for damages.

16. ERRORS – Auction subject to errors, omissions, and withdrawals. PMLLC reserves the right to refuse to register any person for any reason at the sole discretion of PMLLC.

17. RESERVATION – The Auctioneer reserves the right, without giving any reason, to withdraw any items or lots from the auction and the right to reject any or all bids. Some lots are being sold subject to seller's reserve or confirmation in such case the auctioneer may execute the reserve on behalf of the seller. In such cases where a reserve is not met the auctioneer may declare a lot as unsold or the high bid is subject to seller confirmation at the conclusion of the auction.

18. RELEASE – Persons attending the inspection, preview, exhibition and/or auction shall assume all risks and/or liabilities and shall specifically release and hold harmless the auctioneer from all liability. Neither the auctioneer nor his principal shall be liable by reason of a defect in, or condition of, the premises on which the inspection, preview, exhibition and/or auction is held. Bidders and all others in attendance at the auction hereby acknowledge that still photography and/or other visual/audio recording may be in use at the auction. Said photography and/or visual/audio recordings may be used by PMLLC for any purpose at any future date. Bidders and all others in attendance at this auction also hereby waive all residual rights or claims that might arise from use of these pictures for any purpose at any future date.

19. APPLICABLE LAW – This auction is being conducted under the conditions of the Uniform Commercial Code, NH RSA 382A:2-328 titled "Sale by Auction". The rights and obligations of the agent, seller, and buyer with respect to the terms and conditions of the sale shall be governed and interpreted by the laws of the State of New Hampshire. By bidding at the auction, whether present in person, or by agent, by absentee bid, Internet bid, or telephone, the buyer shall be deemed to have consented to the exclusive jurisdiction of the New Hampshire courts. PMLLC shall have the rights afforded a secured party for any defaults by the buyer. For any controversy or claim arising out of or relating to this agreement and/or the auction event, or the breach thereof, any registered bidders and others in attendance agree to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Such arbitration to be held in the State of New Hampshire before a single arbitrator by the AAA and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Entry into the preview, auction site or placing any bids constitutes acceptance of the above terms and conditions.