

TERMS & CONDITIONS OF SALE

Bankruptcy

AUCTION

Landscape Equipment

On-Line Bidding Only

Auction Ends Wednesday, October 14, 2009 at 8:00 p.m.

The property listed and described in this Auction will be offered under the following terms and conditions of sale, which terms and conditions of sale and descriptions of items may be amended, updated or altered at the time and place of sale from the Auction block. These terms and conditions of sale and any announcements from the Auction block shall be binding on any Bidder or Attendee (hereinafter referred to as registered Bidder, Buyer or Attendee), whether present, represented by an Agent, any 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, Inc. Auctioneer (hereinafter referred to as PMI, Auction Company or Auctioneer).

1. "AS-IS", "WHERE-IS" – All property is sold "as-is" and "where-is" and neither PMI 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 PMI, 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. No statement set forth in the brochure 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. PMI 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. PMI acts exclusively as the Agent of the Seller. All Bidders acknowledge that PMI 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 and acknowledge that the condition and year of manufacture are unknown.

2. 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 decision of the Auctioneer shall be final and absolute.

3. CONFIRMATION OF PURCHASE – Title to the property shall pass to the Buyer upon the fall of the Auctioneer's hammer and declaration "Sold", subject to the compliance by the Buyer of the terms of sale. Buyer assumes all responsibility for the item or items and shall pay the total purchase price. In addition, the Buyer may be required to sign a confirmation of purchase at the fall of the hammer and tender a 10% deposit. All sales are final, subject only to these terms and conditions. Buyer assumes all risk of loss whether damage, theft or fire, etc. from the time the hammer falls or they become the high bidder.

4. PAYMENT – A Buyer's Premium of 15% will be added to the successful bid price to become the total purchase price due from Buyer. All payments are to be in U.S. currency. All Buyers agree to pay for their purchases no later than 3:00 p.m. on Friday, October 15, 2009, by cash, cashier's check, certified check, or by check with an irrevocable Letter of Guarantee in favor of PMI on our form only. Purchasers who wish to pay by personal check must be cleared by PMI on our form only at least two business days prior to the Auction. For Letters of Guarantee, please refer to the sample enclosed with these terms. PMI reserves the right to refuse to register any person due to poor credit, or any other reason, in PMI's sole discretion.

5. BIDDER DEFAULT – Should a Bidder default on payment by 3:00 p.m. on Friday, October 16, 2009 in any manner whatsoever, without limiting any recourse PMI may have, PMI and/or Seller at its option may do either of the following: (1) cancel the sale and retain as liquidated damages all payments, deposits or credit card charges or holds (Bidder agrees not to dispute this charge with the credit card company at any time) made by the Buyer, or (2) resell the lot to the next highest Bidder (3) resell the lot on 5 days written notice to the Buyer at a private or public sale for the account of and at the risk of the Buyer, and in such event the Buyer shall be liable for any deficiency plus all costs.

6. TITLES & BILLS OF SALE – Only Lots #1, #3 & #4 have Titles. The purchaser of any property who intends to use such vehicle on the road is responsible for complying with all applicable laws and regulations regarding title, registration, insurance, licensing, etcetera.

7. DELIVERY OF TITLES – Bills of Sales and other forms will only be released in the case of cash purchases. In all other cases Vehicles, and Bills of Sale will only be released after all other forms of payment (cashier's checks, traveler's checks, money orders and company and personal checks, even if you have submitted a "Letter of Guarantee") have cleared PMI's bank account.

8. REMOVAL OF PROPERTY OR STORAGE – None of the property may be removed from the premises until the total purchase price has been paid. *Removal of purchases will be by appointment only. All property is to be removed at the Buyer's expense no later than 4:30 p.m. on Friday, October 23, 2009, unless prior written arrangements are made with the Auctioneer. Any property not removed by the Buyer will be considered abandoned. PMI assumes no responsibility for acts or omissions for such handling including, but not limited to, theft, loss, damage, or any and all transportation whether at the direction of the Buyer or PMI. Buyer shall be solely responsible for making arrangements for loading, shipping or transportation of the Buyer's purchases at Buyer's sole expense.

9. 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 Hillsborough, New Hampshire.

10. RESERVATION – PMI reserves the right, without giving any reason, to put up items out of numerical sequence and to withdraw any items or lot from the Auction. Auctioneer reserves the right to reject any or all bids and reserves the right to bid on behalf of an Absentee Bidder.

11. 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 any and 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 any other visual/audio recording may be in use at the Auction. Said still photography and/or visual/audio recordings may be used by PMI 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.

12. 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 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. PMI 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 or Auction site constitutes acceptance of the above terms and conditions.



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Internet bidding only on www.Proxibid.com