

TERMS & CONDITIONS

1. Public Auction - Online & Onsite the Auctioneers do not warrant the accuracy, genuineness, authenticity, description, weight, or measure of any of the lots specified herein. Please feel free to call us if you have any questions or concerns about the terms of sale. Our office number is (954) 394-8445.
2. By bidding in our auction, you have read and agree to abide by all associated auctions terms and conditions below.
3. A Valid driver's license is required at the time of registration, in order to participate in the auction.
4. KAPLAN Auctions/ Martin Claire Auctions reserves the right to request deposits throughout the auction event.
5. Buyer's Premium: a 20% Buyer's Premium (BP) for online buyers 15% Buyer's Premium (BP) for on-site buyers ...plus local sales tax if applicable.
6. The inspection period is prior to the auction commencing. All bidders are urged to inspect the property prior to placing a bid. The failure to inspect the property shall not constitute cause for cancellation of the sale. The descriptions and images of items appearing in advertising prior to this auction are believed to be correct. Nevertheless, neither those descriptions, images nor any oral statements made by the owner (or his agents or officers) or the Auctioneer (or his agents or officers) concerning any item shall be construed as a warranty, either expressed or implied.
7. The bidder shall be the sole judge of value, condition, age, genuineness, authenticity, or effectiveness.
8. Please inspect the lot numbers and read the descriptions. If you have questions, ask before bidding.

9. Security personnel are present. Any person caught tampering with tags or rearranging items will be removed from the premises and be prosecuted to the full extent of the law.

10. ALL SALES ARE AS IS, WHERE IS, with no warranty expressed or implied, Sale shall be free and clear of liens unless otherwise notified at the time of sale.

11. No refunds or exchanges are allowed.

12. Upon the fall of the Auctioneer's hammer, the title of the offered lot will pass to the highest bidder acknowledged by the Auctioneer, subject to the conditions set forth herein, and at such time buyer assumes full risk and responsibility for the lot, agrees to pay the bid amount, plus all fees applicable whether online, in person, by mail, by phone, by facsimile or through an employee or agent. The buyer will not and cannot cancel a bid placed after the Auctioneer has confirmed the bid.

13. Bid retractions or changes are not allowed.

14. The Auctioneer reserves the right to reject any bid at any time at his sole discretion to protect the integrity of the auction. Any person who bids in bad faith or disrupts the auction may be restricted from bidding and/or will be removed from the premises.

15. Competing Bid: The Auctioneer may accept bids for an item from other sources which include: bids from an in-house audience, telephone bids, absentee bids (left bids, proxy bids), online bids, and other bidding platforms. Bidding by telephone, facsimile-transmission (fax-in), email, or absentee bidding are offered solely as a convenience and permitted subject to availability, and approval which shall be exercised at KAPLAN Auctions/ Martin Claire Auctions Sole Discretion.

16. Additional/Withdrawal of lot(s): The Seller or Auctioneer reserves the right to withdraw from sale any of the items listed in the catalog/brochure or to sell at auction items not listed. The Auctioneer reserves the right to group one or more lots into one (1) lot or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all of the items listed in bulk or negotiate price with the highest bidder.

17. Payments: Full payment due no later than Wednesday, September 29, at 12 noon, Cash, Wire Transfer, or Zelle.

18. Local sales tax of 7% will be added to the purchase of all taxable items. Dealers who purchase for resale must provide a copy of their 2021 resale certificate

19. Removal/Checkout: Checkout will begin on Wednesday, Sept. 29. WE DO NOT PROVIDE ASSISTANCE, FORKLIFTS, HANDLING EQUIPMENT, PALLET JACKS, PACKING MATERIALS OR RELATED EQUIPMENT. THE BUYER MUST SUPPLY THEIR OWN HANDLING EQUIPMENT AND NECESSARY EQUIPMENT TO REMOVE PURCHASED ITEMS.

20. Removal shall be at the expense, risk, and liability of the purchaser. The buyer must repair/replace any damage that occurs during the removal. It is the buyer's responsibility to secure all safety equipment to meet all applicable government safety standards in removing items purchased.

21. Auctioneer shall not be responsible for items not removed within the time allowed. Purchaser shall be liable for any moving and/or storage costs, disposal fees as well as any legal and/or court costs associated with enforcement of the obligation pertaining to items not removed within the specified time period.

Important terms to know:

Times the Money - The price you bid will be 'times the number of items in the lot.

Disputes: The Auctioneer shall designate the winning bidder after each item is auctioned. If a dispute arises between two or more bidders, the auctioneer reserves the right to re-open the bidding. The auctioneers' designation of a buyer shall be final.

Purchaser, the purchaser(s) agent(s) including hired moving companies and/or riggers does hereby indemnify and hold harmless the auctioneer and seller from any and all damages, claims, or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by the removal of

items purchased. The seller and auctioneer shall have no liability to the buyer of any lot for non-delivery of any purchased item(s), other than the return of the buyer's deposit or payment on the item.

ZERO TOLERANCE POLICY FOR BUYERS WHO DO NOT PAY THEIR INVOICE WITHIN THE TIME ALLOWED.

In the event the purchaser fails to pay for the entire purchase within the time set forth by the auctioneer and/or fails to comply with any of the conditions or terms of sale, the seller may retain and/or recover the deposit as part of its damages and, in addition thereto, items that are not paid for can be resold at public or private sale without further notice. Any deficiency resulting from such resale shall be due to the auctioneer by the defaulting purchaser together with all charges, fees, and expenses including reasonable attorney fees incurred by such resale and enforcement of the obligation hereunder.

Collusion: Practices that eliminate competition, such as collusive bidding, (fictitious bidding during the auction for the purpose of misleading or stimulating other persons who are bidding in good faith) may warrant criminal, civil, or administrative action against the participant(s).

KAPLAN Auctions/ Martin Claire Auctions is not responsible for any item purchased that cannot be legally exported.

KAPLAN Auctions/ Martin Claire Auctions reserves the right to exclude any person to register at this auction and/or future auctions.

A bid is a legal & binding contract. It is a promise to pay for goods purchased.

ALL ANNOUNCEMENTS MADE ON AUCTION DAY SHALL TAKE PRECEDENCE OVER PREVIOUSLY DISTRIBUTED INFORMATION. UNDER NO CIRCUMSTANCES WILL ANY ITEMS BE REMOVED PRIOR TO PAYMENT.

KAPLAN Auctions/ Martin Claire Auctions has the right to make changes to the terms of sale without further notice.