

PAY / PICK-UP DATE: at the conclusion of the auction.

TERMS:

Buyer's Premium: There will be a 10% Buyer's Premium added to the winning bid. The sum of the winning bid plus the Buyer's Premium will be the sales price. If the buyer is an online buyer, the Buyer's Premium will be 15%.

Online Auction Ending Times:

The online auction will end at 9:59:59 am on x. Whatever the high bid on each lot is at that time will become the opening bid at the auction. The auction will then proceed with both in-person bidders and online bidders.

SERVER & SOFTWARE TECHNICAL ISSUES: In the event, there are technical difficulties related to the server, software, or any other online auction-related technologies, DJS Auctions, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE nor DJS AUCTIONS, LLC SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by DJS Auctions, LLC

All personal property is sold in "AS IS" and "WHERE IS" condition. ALL SALES ARE FINAL! Bidder understands and agrees that no refunds, exchanges, adjustments, chargebacks, etc, will be allowed. The personal property is available for inspection at specified times and it is the bidder's responsibility to determine the condition. The bidder's failure to inspect any item or lot will not constitute grounds for any claim, refund, adjustment, chargeback, etc.

All description information has been gathered from sources that we believe to be reliable but are not guaranteed. Auctioneer makes no warranty or guarantee of any kind with respect to condition, authenticity, provenance, source, condition, suitability for a particular purpose, etc. The auctioneer reserves the right to change, modify, or delete any item or lot, or description in the auction as may be necessary.

## Payment, Pickup, Shipping & Storage Terms:

Pickup/Payment Info: All accounts will be settled at the conclusion of the auction and prior to removal from the premises. Pickup will be at the conclusion of the auction. Accepted methods of payment are cash, cashier's check or personal/business check, Visa, Mastercard, American Express or Discover (with a 4% processing fee (minimum processing fee of \$3) or wire transfer. All fees incurred by wired transfers will be paid by the purchaser. All purchases that have not been paid by **x** at 11:59 pm will automatically be charged to the credit card used at registration, with a 4% processing fee (minimum processing fee of \$3). All purchased items must be removed by the deadline of **x** at 6:00 p.m. Any items not removed by the deadline will, at Auctioneer's discretion, be discarded or resold with proceeds retained by Auctioneer. There will be NO REFUND to the purchaser for these forfeited items.

Large Item Pickup: DJS Auctions, LLC absolutely DOES NOT provide shipping, shipping preparation, or transportation services. Removal of items, moving, packaging, loading, transporting, shipping, and shipping preparation (on items larger than the above-stated size) are the sole responsibility of the purchaser.

Item Transportation: DJS Auctions, LLC must be notified via phone or email(djsauctionsusa@gmail.com) of any items that cannot be picked up by **x**, if we are NOT notified then your items will be forfeited. Any items transported back to a DJS Auctions office/facility are subject to a \$25 per lot fee (\$2 per coin/jewelry). NO GUNS will be transferred between offices due to FFL regulations, you must pick your gun up at the location of the office that conducted the Auction. Items weighing more than 100 pounds or larger than 24 inches x 24 inches x 48 inches will not be shipped or transferred by DJS Auctions to any location. Transported items must be paid for according to the terms of the auction and will be transported at Ford Brothers' earliest convenience. Buyers MAY NOT waive payment until their items are transported.

Storage of Personal Property Items: Any item stored at a DJS Auctions facility exceeding 48 HOURS will be subject to a \$10 per day storage fee.

Forfeiture of Items: Any item/lot that has not been picked up from any DJS Auctions LLC location by **x** will, at the Auctioneer's discretion, be discarded or resold with proceeds retained by the Auctioneer.

SALES TAX: Kentucky Sales Tax (6%) will be added to the sale price. Dealers or other exempt parties must provide proper documentation to Auctioneer before bidding.

Any dispute between DJS Auctions, LLC, its Agents or Representatives, and the Buyer(s) will be tried in a court of jurisdiction in Montgomery County, Kentucky. By bidding on the property, the buyer agrees to all terms and conditions set forth.

Agency: DJS Auctions, LLC Agents and Representatives are agents of the Seller. Buyer and or Bidder agrees to hold harmless and indemnify DJS Auctions, LLC and its Agents and its Representatives from any and all claims, damages, or suits including but not limited to awards, judgments, costs, fees, etc.

DJS Auctions LLC., reserves the right to alter this agreement at any time. This will take place by updating this site. Please check back and review these terms as every time you use this site you are agreeing to the terms as they are written at that time.

Auction company employees and/or the auction company may bid on and purchase auction items

**BIDDER DEFAULT:** Failure to complete a purchase is illegal and will result in one or more of the following (1) prosecution (2) a \$5,000 penalty (3) loss of bidding privileges for DJS Auctions LLC auctions.

If a bidder at any time feels his/her username, password, or bidder number has been compromised due to lack of security by the bidder, notify Auctioneer immediately.

For additional information, contact DJS Auctions, LLC at 309-530-4596.

**TIME IS OF THE ESSENCE** in regard to all auction terms.