



## **Terms and Conditions**

### **Liquidation of Innovative Marble and Granite**

#### **Auction Dates:**

Online Only Bidding for the auctions will close at the dates listed on the website.

Bidding will begin closing on each auction at the times specified above at the rate of one item per minute. The closing time of each lot is subject to Weeks Auction Group's internet bidding platforms auto-extend feature. When time remaining to bid on an item falls below five minutes, a new bid being placed on that item will result in the bidding clock being reset to five minutes. Auto-extend bidding will continue on an item by item basis until such time as no further bids are received.

To simplify the bidding process, we encourage bidders to download the Weeks Auction Group mobile bidding App, available in the iTunes App Store or on Google Play.

#### **Inspection Dates & Times:**

Auction items may be inspected at 9128 US Hwy 27, Hamilton, Georgia 31811

During the following Times:

Thursday, July 16, from 3 PM – 7 PM

#### **General Auction Terms:**

**This is an Online Only Auction, by registering to bid on the internet you acknowledge that you have read and understand the terms and conditions of this auction and that you agree to abide by all terms and conditions as stated below.**

All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith, but are matters of opinion and not guaranteed by the seller nor Weeks Auction Group. Bidders must rely solely on their own judgment as to condition, grade, authenticity and accuracy of descriptions prior to placing a bid. By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.

### **Buyer's Premium:**

For purchasers paying by credit card a 18% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

For purchasers paying by cash, cashier's check or wire transfer a 15% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

### **No personal or business checks will be accepted:**

Sales tax of 8% will also be charged on the final sale price. Dealers buying for resale may be exempt from paying sales tax by providing Weeks Auction Group with your sales tax number and executing a sales tax exemption form.

### **Buyer's Premium Example:**

|                      |                 |
|----------------------|-----------------|
| Bid Price:           | \$100.00        |
| 18% Buyer's Premium  | <u>\$ 18.00</u> |
| Total Purchase Price | \$118.00        |

The total purchase price is subject to 8% sales tax!

### **Title:**

If YOU are certified as the Winning Bidder on a Lot by the Auctioneer, YOU will be contractually obligated to pay the Contract Price for that Lot (including the Hammer Price and the Buyer's Premium); however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears. If YOU fail to pay for your purchase(s) within three days after the Auction, YOU will be deemed to have abandoned any interest in the Lot(s), and the Lot(s) may be re-sold at a subsequent auction. The Auctioneer and/or Seller may, at any time, commence a lawsuit against you for the Contract Price of the Lot(s) (including the Hammer Price and/or the Buyer's Premium). Additionally, YOU will be liable for any shortfall or deficiency on the re-sale of the Lot(s), plus the costs incurred in connection with re-selling the Lot(s). Under no circumstances will you be entitled to any surplus from the re-sale of any Lot(s).

Weeks Auction Group reserves the right to charge the purchasers credit card on file an amount up to the full purchase price plus storage fees for items not paid for and pickup up in a timely manner.

### **Pickup of Auction Purchases:**

First and foremost, NO pickup will be allowed without a PAID IN FULL invoice. Pickups will be handled on a first come first served basis and wait times can sometimes be long.

It is the responsibility of the purchaser to pack and remove all items from the auction site. Weeks Auction Group will not provide assistance with packing, lifting, or loading.

Weeks Auction Group nor the seller will be responsible for any items broken during purchaser's load out. Please bring you own boxes and packing material. This includes Marble and Granite.

Pick-up for items included in this series of auctions will be at **9128 US Hwy 27, Hamilton, Georgia 31811**, during the following times:

**Wednesday, July 22, 2020, from 10 AM – 7 PM**

Pickup must occur on the days designated above. No extensions or pick-up will be offered outside of the load-out period. Weeks Auction Group, Inc will not be responsible for removal or storage to a later date.

Please be mindful that pickup of items following the auction is often the most stressful time of the auction process. Weeks Auction Group personnel will be onsite to facilitate a smooth and orderly pickup. We ask that all purchasers be respectful and realize that the safety and security of your auction purchases is of utmost importance.

Forklift (Lot# 101) is reserved for use during load-out. Forklift will be available for pick-up at the conclusion of load-out. However, forklift will not be used to move or load granite and marble slabs. Purchaser is responsible for all loading of granite and marble.

**Shipping:**

Purchases not received in person may be shipped at the purchaser request. Once payment in full for the items is received by Weeks Auction Group shipping can be arranged. Purchasers will be responsible for all charges for packaging, shipping, and insurance. Please contact Weeks Auction Group prior to bidding to discuss facilitation of shipping. Tucker Sowell (229) 403-4127

**Failure to Pick-up or Arrange for the Delivery; Abandoned Property; Storage:**

Any Lot(s) purchased by YOU that are not shipped or otherwise removed from the Auction Site within three (3) days after the Auction will be deemed abandoned to the Auctioneer, even if paid for, and YOU will give up all rights with respect to such Lot(s). If abandoned property is subsequently sold, YOU will not be entitled to any proceeds from the sale of any such abandoned property.

**General Auction Terms:**

Weeks Auction Group reserves the right to remove or cancel the bids and / or the bidding rights and privileges of any bidder at any time that is deemed to have taken actions no to be in the best interest of the seller.

Weeks Auction Group reserves the right to add or remove items from the auction prior to the close of bidding; split or combine lots; add minimum bids or reserve prices.

Weeks Auction Group also reserves the right to cancel, suspend, extend or reschedule an individual item and or the entire auction event or to make changes to the auction closing times, inspection times, or removal times.

**Technology Disruptions:**

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

**Failures by Online Auction Platform Provider and its Affiliates or Contractors:**

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

**Disclosure:**

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Weeks Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.