

PREWITT & SONS LLC AUCTIONEERS

H.D. PREWITT - Principal Auctioneer

859-893-1148

TERMS & CONDITIONS - ONLINE BIDDING

Prewitt & Sons LLC Auctioneers (the Auction Company) is providing an Internet auction as a service to the Bidder. The bidder acknowledges and understands that this service may or may not function correctly on the day of the auction. Under no circumstances shall Bidder have any kind of claim against the Auction Company or anyone else if the Internet service fails to work correctly during the online auction. The Auction Company will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid at least 24 hours before the auction closes. The Auction Company reserves the right to withdraw or re-catalog items in this auction.

The following below describes the terms on which offers you access to the Internet Online Auction by Prewitt & Sons LLC Auctioneers.

In order to bid, you must read and accept all of the terms and conditions set forth below:

Buyer's Contract: Your bids placed on the Prewitt & Sons LLC Auctioneers website or third-party website (Hibid) are a contract and you are responsible for paying all amounts due to Prewitt & Sons LLC Auctioneers. If you cannot pay for and pick up the items during the times specified, then you must not bid.

Retention of Credit Card Information: By providing your credit card information, you authorize Prewitt & Sons LLC Auctioneers to charge your credit card for the total purchase amount of any successful bid plus buyer's premium, associated KY sales tax, and credit card surcharges, and Handling Fees (if any). You also agree that Prewitt & Sons LLC Auctioneers will keep your credit card information on file so long as you maintain an account with Prewitt & Sons LLC Auctioneers.

BY BIDDING, YOU AUTHORIZE Prewitt & Sons LLC Auctioneers TO CHARGE YOUR CREDIT CARD FOR ANY OF THE FEES LISTED ABOVE.

Sales Tax: 6% Kentucky Sales Tax will be charged to applicable buyers. If you are tax exempt, **YOU MUST SUBMIT A TAX EXEMPT FORM to the Auctioneer by EMAIL to prewittauctioneers@gmail.com** when you are registering on Hibid to bid. No exceptions!

Buyer's Premium: A buyer's premium of Ten percent (10%) of the high bid (hammer price) will be added to the high bid to determine the final sales price for the auction lot.

Registering and Bidding/Participation Requirements: Name, address, daytime phone number, **VALID email address**, and a **Valid Credit Card are required for bidding approval.**

Pick up Location:

Pick up Day and Time:

Pick-Up Details and Special Instructions:

1. Bring help/people to break down equipment, carry, and load your items.
2. Bring boxes or totes to load and carry your smaller items.
3. Bring your own rope, tie-downs, and ratchet straps.
4. The Auction Company Staff will not help load your items.

Payment Options: Visa, MasterCard, Discover, Amex, Debit Card

We accept Online Payments Only at this time with a Credit Card or Debit Card.

We DO NOT ACCEPT CASH AND CHECK AT THIS TIME.

Payment Instructions: ALL accounts will be settled at the conclusion of this auction. We will charge the credit card you have on file with Prewitt & Sons LLC Auctioneers for your purchases, plus buyer's premiums, KY sales tax, and credit card processing fee. ***** A \$25 service fee** will be charged to any account whose credit card on file is declined to require additional time and telephone contact to establish payment for merchandise. **Please respond immediately by email or phone if you KNOW that you need to use an alternative credit card.**

Currency Type: USD

Shipping Instructions: Prewitt & Sons LLC Auctioneers **will make NO shipping arrangements.** ALL shipping and/or shipping quotes for shipping are requested by contacting YOUR choice of the shipping company. Contact any shipper **-AT YOUR OWN RISK-** The buyer is obligated to pay all shipping expenses *DIRECTLY* to a shipper of their choice. The Auction Company will not pack any items to ship. The Buyer is responsible for all aspects of shipping.

Special Terms of this Online Sale:

1. YOUR **BID IS A CONTRACT** TO BUY should you be the winning bidder.
2. All items sold "AS IS, WHERE IS" with all faults and without warranty.
3. All descriptions are believed accurate but not guaranteed.
4. Bidder inspection is encouraged.
5. By placing a bid, the bidder signifies that they have examined the items to their satisfaction, or that they have chosen not to personally examine them.
6. The Auction Company reserves the right to reject any bid.
7. There will be KY Sales Tax added to the final price.

8. 10% Buyers Premium added to winning bid to determine the final purchase price, plus KY sales tax, and 3.5% Credit Card Surcharge/Processing Fee.

9. The Auction Company reserves the right to cancel and/or reopen the auction in the case of system failures.

10. Any Items NOT picked up during the scheduled pick-up day without other arrangements with the Auction Company...will be considered abandoned and forfeited. We will not and do not store or hold any items not picked up.

**All Items Sell AS IS without warranty*

**10% Buyers Premium added to the winning bid to determine the final purchase price.*

**Shipping is the Buyer's responsibility*

**3.5% Credit Card surcharge/processing fee*

BIDDER USER TERMS - HIBID.COM - Please visit

<https://hibid.com/home/bidderuserterms/> to read Hibid's terms and conditions.

Our Online Auctions have a 5-minute time extension for all listed items. The bidding period on the Listed Item(s) will be extended 5 minutes when a higher bid than the then-current top bid is placed prior to the expiration of the auction. The bidding period will continue as long as such higher bids are being placed within the time extension, which is 5 minutes.