

**GREAT WESTERN AUCTION & APPRAISAL SERVICES**  
**BIDDER'S TERMS OF SALE AND RULES OF THE AUCTION**  
**127 French Collins Rd, Conway, SC 29526**

Jeffrey A. Messer dba GREAT WESTERN AUCTION & APPRAISAL SERVICES (hereafter referred to as "AUCTIONEER or Auction Company ") MAKES NO GUARANTEES OR WARRANTIES OF ANY NATURE WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AS TO (BUT WITHOUT LIMITATION TO) CONFORMITY TO ANY SAFETY, DESIGN OR POLLUTION STANDARD OR TO ANY OTHER STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW OR REGULATION, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR MERCHANTABILITY OR PARTICULAR AGE, YEAR OF MANUFACTURE, MODEL, SERIAL OR OTHER NUMBERS, MAKE, CONDITION OR MILEAGE. EACH AND EVERY SALE SHALL BE MADE AND ACCEPTED AS IS, WHERE IS AND AT BIDDER'S RISK. THE BIDDER SHALL BE RESPONSIBLE FOR ALL COSTS AND PERFORMANCE OF ANY REPAIRS, INCLUDING BUT NOT LIMITED TO REPAIRS AND MODIFICATIONS NECESSARY, IF ANY, TO PROTECT FULLY THE OPERATOR OR ANY OTHER USERS OR BYSTANDERS AT ALL TIMES IN ACCORDANCE WITH PREVAILING FEDERAL, STATE AND LOCAL CODES, AND INDUSTRY ACCEPTED STANDARDS. DO NOT BID UNLESS YOU HAVE DETERMINED THE CONDITION OF THE LOT FROM YOUR OWN EXAMINATION.

1. ANY ANNOUNCEMENTS BY AUCTIONEER TAKE PRECEDENCE OVER ANY PRINTED MATTER PERTAINING TO THIS AUCTION.
2. Auctioneer reserves the right to refuse registration to anyone and to reject the bid of anyone who has not registered and obtained a bidding number. Anyone bidding for an account other than his own must register as such. No person shall bid on any property as to which he either is acting on the behalf of or in fact is the Seller. By registering, Bidder warrants and represents that he is authorized to bid on behalf of the party represented (hereinafter the "Principal"). If the Principal should fail to make payment of the goods for any reason whatsoever, Bidder expressly assumes and undertakes full and complete responsibility for the payment of the purchase price of the item(s) purchased.
3. **FULL SETTLEMENT TO BE MADE DAY OF SALE.** Bidder of Principal is not entitled to possession of any of his purchases until the total price of all his purchases has been paid in currently collectible funds. Except as noted, Bidder must pay for all purchases in U.S. funds the day of the auction by cash, credit card, cashier's check, or wire transfer made payable to Great Western Auction & Appraisal Services. During registration any bidder planning to pay in cash must leave a cash deposit in an amount determined by the Auctioneer, any Bidder wanting to pay by cashier's check must allow Auctioneer to inspect same, and anyone wishing to pay by wire transfer must provide bank confirmation of the availability of funds. For purchases to be paid by a personal or company check or to be financed by a commercial bank or credit company, Bidder must present at registration a letter from the financial institution guaranteeing immediate payment to Auctioneer. **NO DRAFTS ACCEPTED.**

In the event of Bidder's or Principal's failure to comply with these settlement provisions: (1) Bidder or Principal shall be liable for interest on overdue amounts at the lesser of 18% per annum or the maximum rate permitted by State law, for all costs of collection (including attorney fees, court costs, reclamation and resale expenses), and for any other consequential damages, and (2) Auctioneer as Seller's agent has a possessory lien on all purchases of the Bidder or Principal and has the right to resell such purchases, as provided in paragraph 8, without notice to Bidder or Principal.

By bidding on items in the auction, Bidder represents to Auctioneer: (1) Bidder or Principal is financially solvent, (2) any and all checks issued by Bidder or Principal will be honored, and (3) dishonor of any such check is conclusive evidence Bidder or Principal is insolvent and entitles Auctioneer to the remedies available under Section 2.702 of the Uniform Commercial Code.

4. The properties shall be sold to the highest Bidder as determined by Auctioneer, with no minimum, reservation, or buyback, except for certain assets, if any, announced by Auctioneer and/or listed in the auction catalog which will be sold with minimum or reservation ("subject to minimum or subject to confirmation The Auctioneer shall at his own discretion decide whether a "late bid" is made before the hammer is struck down. All sales are final when the Auctioneer declares the item sold. If Buyer is in the LIVE AUCTION a Buyers premium of 15% will be added to ALL lots if the buyer is paying with cash or Cashiers Check and 18% if Buyer bids ONLINE or pays with Credit Card.
5. All applicable sales, use, transfer or excise taxes shall be added to the purchase price of all taxable purchases unless the Bidder or Principal, prior to the auction, files with Auctioneer proof of exemption from all such taxes in a form satisfactory to Auctioneer and the applicable governing authority for the locals in which the auction is

held. Bidder shall reimburse Auctioneer for any sales tax not paid by Bidder or Principal which Auctioneer is compelled to pay.

6. NO SALE SHALL BE INVALIDATED AND NO LIABILITY SHALL BE BORNE BY THE AUCTIONEER OR SELLER DUE TO ANY DEFECT, ERROR OR INACCURACY OF DESCRIPTION OF THE LOT EITHER IN THE LISTING CATALOG, IN ANY ADVERTISING, MARKETING OR OTHER PRINTED MATERIALS, OR IN ANY STATEMENT BY AUCTIONEER OR HIS AGENTS, SERVANTS OR EMPLOYEES. ALL SUCH WRITTEN MATERIAL AND STATEMENTS ARE MERELY DESCRIPTIVE GUIDES, AND ALTHOUGH THEY HAVE BEEN COMPILED FROM SOURCES DEEMED RELIABLE, NEITHER AUCTIONEER NOR SELLER GUARANTEES OR WARRANTS THEIR ACCURACY. ALL PURCHASES MADE BY BIDDER SHALL BE BASED SOLELY UPON BIDDER'S PERSONAL INSPECTION AND/OR OPINION OF THE EQUIPMENT, AND BIDDER HEREBY ACKNOWLEDGES THAT ALL ITEMS WERE AVAILABLE FOR INSPECTION PRIOR TO THE AUCTION.
7. Bidder and Principal accept a lot at the time Bidder makes a successful bid, and immediately upon such acceptance, title to all risks of loss and theft of the property pass to Bidder or Principal. Bidder or Principal is responsible to insure purchases immediately and to remove all purchases from the auction site by 5:00 pm, January 30<sup>th</sup>, 2014 in accordance with the procedures announced or posted at the sale. Bidder or Principal is responsible to repair and restore any damage to real property or permanent improvements caused by removal of the goods purchased. Bidder or Principal shall bear all costs, responsibilities and risk of such removal, including performance by hired truckers. Auctioneer reserves the right to require proof of adequate insurance coverage from any Bidder or Principal of lots requiring dismantling, rigging or hot cutting. **BIDDER OR PRINCIPAL AGREES TO INDEMNIFY AND HOLD HARMLESS THE AUCTIONEER FROM ANY DAMAGE TO PROPERTY OR INJURY TO PERSON, INCLUDING BIDDER'S OR PRINCIPAL'S OWN EMPLOYEES, OR LOSS OF LIFE OCCASIONED, DIRECTLY OR INDIRECTLY, BY THE ACTS OF BIDDER OR PRINCIPAL AND/OR BIDDER'S OR PRINCIPAL'S REPRESENTATIVES, AGENTS OR EMPLOYEES IN CONNECTION WITH THE DISMANTLING OR REMOVAL OF ANY LOT.** In the event a Bidder or Principal fails to remove any lot within the time specified above, such lot, AT THE DISCRETION OF THE AUCTIONEER AND WITHOUT NOTICE, may be deemed to have been abandoned to the Auctioneer, and the Auctioneer, at his sole discretion, shall have the right to resell such lot as provided in paragraph 8 or to remove and store said lot at Bidder's or Principal's sole risk and expense. Bidder or Principal shall be liable for any rent incurred or damages sustained by Auctioneer due to Bidder's or Principal's failure to remove any lot when due. No lots may be removed until the end of the auction.
8. Auctioneer reserves the right to resell any items not fully settled on the sale date in accordance with paragraph 3 above and/or any property deemed abandoned to Auctioneer as described in paragraph 7 above. Such items may be resold without notice to Bidder or Principal, and Bidder or Principal shall be responsible to Auctioneer and Seller for all expenses of any nature whatsoever relating to such resale and collection and for any damages of any nature whatsoever to Auctioneer and/or Seller resulting from such resale. Such expenses and damages shall include, but shall not be limited to commission of 20% and any deficiency arising between the amount of the initial sales price and the net amount brought upon such resale. Auctioneer may at its sole option, elect to retain all monies deposited in part payment as liquidated damages and otherwise cancel Bidder's or Principal's contract of purchase.
9. Auctioneer may at any time and at his sole discretion and without notice or liability to Bidder or Principal, withdraw or cancel the sale of any lot, or offer any lots in groups or with special terms. Auctioneer reserves the right to accept or reject any bid which is merely a fractional advance over the preceding bid.
10. All necessary documents of sale, if available, will be delivered to the Bidder or Principal upon payment in full of the purchase price in currently collectible funds. Vehicles subject to confirmation or with lien, titles, bills of sale and other documents of sale will be mailed to Bidder or Principal within 20 business days of satisfactory collection of such funds. Acceptability of titles and documents of sale are subject to the making available of same to Auctioneer by Seller. Titles and documents of sale provided will be prepared to be effective only in the state in which the auction is being conducted. In the event Auctioneer, for any reason whatsoever, is unable to make available, to effect delivery, or to obtain the necessary documentation required to obtain clear title to such item, whether before or after delivery of any item, or in the event a Bidder or Principal is unable to obtain possession of any item purchased within a reasonable time of the auction, Auctioneer's sole liability, if any, shall be the return of any monies paid on such item upon return of the item in question. Any item which shall have been delivered shall be returned or surrendered to Auctioneer if, within Auctioneer's sole discretion, Auctioneer shall make such demand for return.
11. BIDDER ACKNOWLEDGES THAT AN AUCTION SITE CAN BE A POTENTIALLY DANGEROUS PLACE AND IMMEDIATELY UPON REGISTRATION, IF NOT BEFORE, SHALL SO NOTIFY HIS AGENTS, SERVANTS, EMPLOYEES AND OTHERS ACCOMPANYING HIM. THE AUCTION SITE SHALL INCLUDE ANY LOCATION WHERE A LOT IS LOCATED FOR DISPLAY AND/OR REMOVAL, AS WELL AS WHERE THE ACTUAL BID CALLING IS CONDUCTED. BIDDER AGREES TO INDEMNIFY AND HOLD HARMLESS AUCTIONEER AND ITS RESPECTIVE OFFICERS, EMPLOYEES, SERVANTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS,

LOSSES, DAMAGES, INJURIES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER KIND OR NATURE (INCLUDING ATTORNEY'S FEES AND COSTS) FOR ANY INJURY OR DEATH TO ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BIDDER'S OR PRINCIPAL'S OWN EMPLOYEES, OR FOR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OCCURRING IN, UPON OR ABOUT THE AUCTION SITE WHEN SUCH LOSS, DAMAGE OR INJURY IS OCCASIONED, DIRECTLY OR INDIRECTLY, BY THE ACTIONS OR OMISSIONS OF THE BIDDER, HIS AGENTS, SERVANTS, OR EMPLOYEES. THIS INDEMNITY AGREEMENT EXTENDS TO AND INCLUDES ANY CLAIM ARISING OUT OF INJURY TO BIDDER'S OWN EMPLOYEES THAT AUCTIONEER WAS NEGLIGENT IN THE PERFORMANCE OF OR FAILURE TO PERFORM ANY INSPECTION, MAINTENANCE, MODIFICATION, OR REPAIR OF THE AUCTION SITE, OR THAT AUCTIONEER FAILED TO WARN OF ANY DANGEROUS CONDITION AT THE AUCTION SITE.

12. BIDDER AND/OR PRINCIPAL UNDERSTAND THAT AS AN AUCTIONEER OF USED EQUIPMENT, GREAT WESTERN AUCTION & APPRAISAL DOES NOT ASSUME ANY RESPONSIBILITY FOR THE DESIGN, MANUFACTURE, ADEQUACY OF WARNINGS, CURRENT CONDITION, OR FITNESS OF THE EQUIPMENT AUCTIONED. THE BIDDER OR PRINCIPAL THEREFORE IS SOLELY RESPONSIBLE TO INSPECT ALL EQUIPMENT TO INSURE IT IS IN A CONDITION WHERE IT CAN BE SAFELY USED, TO PROVIDE PROPER SAFETY DEVICES AND EQUIPMENT OR MEANS TO MEET ALL GOVERNMENTAL SAFETY STANDARDS, AND TO NOTIFY ALL PERSONS OPERATING THE EQUIPMENT AS TO ALL ATTENDANT DANGERS. THE BIDDER OR PRINCIPAL HEREBY ASSUMES THESE RESPONSIBILITIES AND AGREES TO INDEMNIFY AND HOLD THE AUCTIONEER AND SELLER HARMLESS FROM ANY FUTURE CLAIM, LOSS, DAMAGE, INJURY, LIABILITY, COST AND EXPENSES WHATSOEVER KIND OR NATURE (INCLUDING ATTORNEY'S FEES AND COSTS) MADE BY ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BIDDER'S OR PRINCIPAL'S OWN EMPLOYEES, PERTAINING TO: (1) FITNESS OR USE OF THAT ASSET AS PURCHASED; (2) PROVISION OF PROPER SAFETY DEVICES OR EQUIPMENT; (3) NOTIFICATION AND WARNING OF BIDDER OR PRINCIPAL AND HIS REPRESENTATIVES, AGENTS, EMPLOYEES, ANY OTHER USERS OR SUBSEQUENT BUYERS, AS TO THE DANGERS AND RISKS ATTENDING OPERATION OF THE EQUIPMENT; AND (4) THE CONDITION OF THE EQUIPMENT. THIS INDEMNITY AGREEMENT EXTENDS TO AND INCLUDES ANY CLAIM THAT THE EQUIPMENT IN QUESTION WAS OR IS DEFECTIVE OR UNREASONABLY DANGEROUS OR THAT SELLER OR ITS AGENTS WERE NEGLIGENT IN THE SALE OR FURNISHING OF THE EQUIPMENT. THIS INDEMNITY AGREEMENT EXTENDS TO AND INCLUDES ANY CLAIM THAT THE EQUIPMENT IN QUESTION WAS OR IS DEFECTIVE OR UNREASONABLY DANGEROUS OR THAT SELLER OR ITS AGENTS WERE NEGLIGENT IN THE SALE OR FURNISHING OF THE EQUIPMENT, FAILURE TO INSPECT, PERFORMING OR FAILING TO PERFORM ANY REPAIR OR MODIFICATION, FAILURE TO WARN, OR ANY OTHER CLAIM OF NEGLIGENCE.
13. THE BIDDER'S TERMS OF SALE AND RULES OF THE AUCTION SHALL BE GOVERNED BY AND INTERPRETED PURSUANT TO AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. AUCTIONEER AND BIDDERS AND/OR PRINCIPALS AGREE AND CONSENT THAT THIS AGREEMENT SHALL BE PERFORMABLE IN HORRY COUNTY, SC AND THAT JURISDICTION AND VENUE OF ANY LAWSUIT ARISING IN ANY WAY FROM THE AUCTION OR EVENTS OCCURRING AT THE AUCTION SITE SHALL BE CONFERRED UPON IN THE COURTS OF HORRY COUNTY, SC. Any Action or suit of any kind must be commenced within one (1) year from the date when the cause of action or suit accrued or it will be forever barred. The right of action or suit will accrue and the one (1) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting cost, damage, harm or loss is discovered.

I/WE acknowledge that I/WE have read and are familiar and agree to comply with the terms and conditions herein:  
COMPANY or PERSON:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BIDDER: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

DL #: \_\_\_\_\_

PRINCIPAL'S NAME (if applicable): \_\_\_\_\_