

BUYERS' TERMS AND CONDITIONS

1. ALL SALES ARE FINAL. BUYERS ARE ENCOURAGED TO INSPECT ITEM BEFORE BIDDING.

2. ALL ITEMS ARE SUBJECT TO A 10% BUYERS PREMIUM CALCULATED UP TO \$1000 PER ITEM.

3. NO WARRANTY: ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND.

While descriptions are believed to be accurate, Magic Valley Auction, LLC, their agents or officers, nor the seller make any warranty or guarantee, expressed or implied. Magic Valley Auction shall not be held responsible for advertising discrepancies or inaccuracies. Everything is sold "AS IS"- "WHERE IS." All sales are final. No warranties are made as to the merchantability of any items or their fitness for any purpose.

4. FULL PAYMENT IS DUE WITHIN 72 HOURS OF THE AUCTION CLOSING AND PRIOR TO ITEM REMOVAL. A 10% LATE FEE WILL BE CHARGED TO ALL INVOICES NOT PAID WITHIN 72 HOURS OF AUCTION CLOSING. ALL ITEMS MUST BE REMOVED BY THE END OF THE STATED LOAD OUT UNLESS OTHER ARRANGEMENTS ARE APPROVED. HOLD OVER ITEMS WILL BE SUBJECT TO DAILY STORAGE CHARGES.

5. U.S. FUNDS ONLY: Cash, Cashier's Check, Credit Card, or Wire Transfer payable to Magic Valley Auction, LLC will be accepted. Credit and Debit Cards will be charged a 3% convenience fee. Wire Transfer charge of \$25.00 will be added to cover bank fees. Personal or company checks must be accompanied by a bank letter of credit guaranteeing payment. Bank drafts will not be accepted. Any invoice not paid within 3 days from the sale day will be charged a 10% late fee, unless prior arrangements are made with Magic Valley Auction.

6. At the time the buyer has won the bid, the buyer is deemed the owner, and has full and sole responsibility of the item(s) at this point. Removal and shipping of the equipment and inventory is the buyer's sole responsibility. Buyer must supply their own handling equipment and personnel. The buyer is responsible for any damage that occurs during removal. It is the buyer's responsibility to secure all equipment to meet all applicable government safety standards in using or removing items purchased.

7. No item on any account, shall be removed or shipped prior to full payment. Removal shall be at the expense, risk, and liability of the buyer. Magic Valley Auction shall not be responsible for items not removed within the time allowed when applicable. If items are not removed within the specified removal time, buyer shall be liable for moving and storage costs incurred, or the item(s) may be deemed abandoned and sold.

8. The buyer shall not be entitled to possession of any of his purchases until total purchase price for all his purchases have been fully paid, and in the event the purchaser fails to pay the full purchase price for any lot within the prescribed time or fails to comply with other sale terms, Magic Valley Auction shall retain a possessory lien on all items/lots of the buyer, and have the right to resell such lots by public or private sale without notice of any kind to the buyer. Any deficiency arising upon the resale, together with all expenses thereof, shall be paid by the buyer. Any auction deposit shall be retained by Magic Valley Auction and applied towards the deficiency. Forfeiture of the deposit does not release the buyer from full payment.

9. Any account disputes claims must be made prior to removal of item(s). No adjustments will be allowed after purchased item(s) are removed from the premises.

10. Sales Tax will be added to the purchase of all taxable items sold. Tax will be collected on the final bid amounts and buyer premiums. Dealers or exempt buyers must present their resale tax certificate to Magic Valley Auction during bidder registration/prior to time of payment. Tax exempt forms/tax certificates must be on file at Magic Valley Auction.

11. Titles are subject to Idaho rules and may differ from other states and may require further processing by the buyer. MVA/seller is not responsible and may not be able in some cases to provide documentation required by other states. Title will be mailed out after funds have been cleared.

12. Buyer(s)/Purchaser(s) does hereby indemnify and hold harmless Magic Valley Auction, their agents 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 or shipping of item(s) purchased.

13. Magic Valley Auction and the seller shall have no liability to the buyer of any item for non-delivery of any purchased item(s), other than the return of the buyer's deposit or payment on the item(s) if applicable.

14. All item(s) must be paid for and picked up at the scheduled load out dates and times unless other arrangements are made in advance. Items left after the load out dates are subject to daily storage fees. Paid item(s) left after 7 days following the buyer's payment will be considered abandoned and sold for storage. Item (s) left outside the property fence longer than 7 days following the auction, will be towed at the owners' expense.

15. Any announcement made on the day of the sale supersede all printed material. Magic Valley Auction reserves the right to reject the bid of anyone who is not a registered bidder.

16. Magic Valley Auction shall have no responsibility for internet bidding interruption or delays beyond control. Internet bidders are aware that due to the nature of the internet, delays in transmission could result in failure of the system to recognize your bid.

BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AUCTION, YOU ARE ENTERING INTO A BINDING CONTRACT AND IF YOU'RE THE HIGHEST BIDDER ON ANY ITEM YOU WILL BE REQUIRED TO PAY FOR THE ITEM(S) IN ACCORDANCE TO THE TERMS SET FORTH IN THE TERMS AND CONDITIONS OF SALE.