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All registration information the Bidder provides to the Auctioneer shall be current, complete, and accurate. All bidders must be 18 years of age or older. The bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted on and during any auction sale.

- 1. For most auctions, settlement for payment for purchases must be made by cash, cashiers' checks, Visa/MasterCard, company check presented with a irrevocable bank letter of guarantee (click for sample) or wire transfer of funds, and made payable to R. J. Montgomery & Associates, Inc. Please see each individual auction overview page for specific payment terms. All sales are subject to appropriate state Sales Tax laws. If you are exempt from paying sales tax you must provide the auctioneer a copy of your license or fill out a tax exemption form. All sales are subject to a Buyer's Premium per specific terms listed for each individual auction. Buyer must acknowledge and agree not to retract their purchase offer. Buyer shall be responsible for making all arrangements for merchandise pick-up and/or removal per specific terms or conditions listed for auction. Please note that some removal times are short, be aware of removal times when you bid.
- 2. The descriptions of item/lots appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer and employees concerning any item/lot shall be construed as a warranty, either expressed or implied. ITEM/LOTS ARE ALL SOLD AS IS WHERE IS HOW IS and WITH ALL FAULTS, known, apparent, or otherwise. Bidder acknowledges that all item/lots were available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encouraged Bidder to carefully inspect each item/lot in which Bidder had any interest to determine the item/lot's nature, quality, condition, quantity and size. All Bidders rely solely on their personal inspection and not on information listed on the Site or otherwise provided by Auctioneer and employees or Owner/Seller. Bidder's failure to inspect, or otherwise to be fully informed as to the nature, quality, condition, quantity and size of any item/lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Auctioneer or Owner/Seller.
- 3. The Site User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales. Auctioneer does not have control over the item/lots that are posted in the Site, and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions the Owner/Sellers and Buyers take before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk.
- 4. Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary. Auctioneer and the Owner/Seller reserve the right to do so at any time before or during the sale. The Owner/Sellers/Auctioneer of property sold through this Site reserve the right to reject any and all bids in their sole discretion. If there is a reserve on a lot, the auctioneer and/or the seller have the right to bid on behalf of the seller.

- 5. Buyer will be furnished an electronic receipt at the conclusion of the sale. Buyer must therefore provide Auctioneer with Buyer's current, correct e-mail address, phone number, and U.S. Postal Service complete and current mailing address.
- 6. R. J. Montgomery & Assoc., Inc. is a Class D Vehicle Dealer (License # D001248). This requires a state mandated procedure. Click <u>here</u> for more information on that procedure.
- 7. Merchandise becomes the full responsibility of Buyer at time of PAYMENT. Removal is at the expense, risk, and liability of the purchaser. Any buyer having someone, other than himself, pick-up his purchases must notify the auctioneer in writing. Any items that are non-available from the auctioneer for any reason will be refunded at the rate of purchase. Owner/Seller and Auctioneer agree that merchandise may remain on the sale premises for a period of time following the sale. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis, on the specific auction page. After the final removal date, unless previous arrangements have been made, there will be a per day, per item/lot storage fee charged to the Buyer on any lots not fully removed. It is the responsibility of the buyer to completely remove any article purchased by him, and should any part of any such article be abandoned, the buyer will be liable for any expense involved in its removal. Online bidders are required to provide a valid MasterCard or Visa in order to be approved to bid. This card will not automatically be charged without your written authorization, unless you fail to respond to our requests for payment. We reserve the right to charge your credit card for your purchases in the event of non-payment. Any purchases, whether paid for or not, will be considered abandoned if not picked up with 10 days of the auction.
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- 9. Auctioneer reserves the right to resell any property not paid for in full with all funds received by Auctioneer within two days of the online auction item/lot's closing date. Failure to pay for item/lots won on this online auction will result in legal action against Buyer by either the Owner/Seller and/or the Auctioneer. Further, the Buyer will be banned from any future auctions. Auctioneer may resell any unpaid-for items with Buyer responsible for collection and damages resulting from the resale. The Owner/Sellers/Auctioneer of property sold through this web site reserve the right to reject any and all bids, if they so choose.
- 10. The final highest purchaser shall be designated at the end of each auction sale. If a dispute arises between two or more Bidders, Auctioneer, at its discretion, reserves the right to reopen bidding. Auctioneers designation of the Buyer shall be final.
- 11. Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyers, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.
- 12. Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.
- 13. This Site User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of

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- 14. Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of the Auctioneer is final.
- 15. Auctioneer gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions only. Auctioneer does not, and will not, sell or rent this information.
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- 18. As a Bidder you are responsible for any bids placed under your bidding number and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your number. If at any time you feel that your Bidder number and password have been compromised due to lack of security on your part you must notify Auctioneer immediately.
- 19. Bidder agrees that when using the Maximum Bid feature on the Site, you use it according to the specifications Auctioneer has in place for that feature. When using the Maximum Bid feature, if you are the current high Bidder and you want to change your Maximum Bid, you will be required to place a new bid in the increment designated for that item/lot in order to raise your Maximum Bid which may cause you to raise your last high bid by one bid increment. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.
- 20. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without Auctioneers prior, express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of the Auctioneer. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
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- 22. You, the Bidder will be suspended or permanently banned from the Site if you, the Bidder, provides false information when registering, such as a false name or fraudulent contact information. You, the Bidder, will be permanently banned from this Site if you are the successful Bidder and you do not honor your auction bid. Furthermore, if you do not honor your auction bid, legal action may be taken against you. R. J. Montgomery & Associates, Inc. (hereinafter "Auctioneer") use of e-mail addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information by you, the Bidder, is strictly prohibited.
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- guidelines and executive orders related to the COVID-19 virus and social distancing. I am participating at the Auction of my own free will.
- 25. The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of Michigan applicable to contracts entered into and to be performed entirely within the State of Michigan. Any legal action will be heard and determined in a court of the auctioneers choosing in Michigan. If any provision of this Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Auctioneer's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

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