TERM SHEET: AUCTION TERMS & CONDITIONS

10% BUYER PREMIUM ON ALL PURCHASES

INSPECTION OF ITEMS: FRIDAY (THE DAY BEFORE AUCTION) 12:00(NOON) – 4PM & 2 HOURS PRIOR TO AUCTION ON SATURDAY. Every item in this auction is available for inspection prior to the auction. By bidding, each bidder acknowledges and agrees that they have had a full and fair opportunity to inspect the item or lots either in-person or virtually and is relying solely on the bidder's inspection, whether in person, through proxy, or based on the provided photographs and opinion in determining whether to bid, in determining the amount to bid and/or maximum bid, and in submitting the bid/max bid.

AS-IS, WHERE IS, WITH ALL FAULTS: All items and lots are sold on an As-Is, Where-Is and With All Faults basis without exception. There is no warranty of any type expressed or implied as to the fitness or merchantability for any particular purpose of any goods offered in this auction. Buyers understand that all lots and items are offered as used and therefore have some level of wear or damage and are at some level of defective. The auctioneer and seller expressly and specifically disclaim, without limitation, any warranty of merchantability or fitness for a particular purpose. No sale shall be invalidated by reason of any defect or inaccuracy in any of the items or lots by reason of their being incorrectly described orally or written, invoiced or cataloged, and no liability will be borne by the auctioneers, licensees, employees and agents in respect to any such faults or errors. All marketing and information is prepared only as a guide and is not offered as completely accurate, nor does it give the buyers all the information on the item or lot. Except as herein contained, there shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever. Buyers accept the items or lots with any defects or conditions, known or unknown, visible or not visible, and therefore buyers do by these presents remise, release, acquit, quit claim and forever discharge the sellers, auctioneers, licensees, employees and agents from all claims now and in the future. The buyers hold the obligation and duty to inspect all items and lots during the inspection period prior to any bidding. Buyers are urged to physically inspect the items or lots during the inspection period. Buyer also agrees that any oral, written or electronic representation made by the auctioneer, seller, employees or agents shall not modify these terms. Buyer understands that any description given in the catalog or written on the lot is not guaranteed, and the buyer will rely entirely on their own inspection and/or investigations. All information and descriptions contained in advertising this sale are believed correct, but no responsibility is assumed by the auctioneer, seller, employees or agents for any errors or omissions. All items are sold As-Is, Where-Is. Buyers can view the items in person and determine condition as well as any other factors relating to the condition of the item and have the obligation to do so prior to bidding.

TITLES: Titles for any vehicles will be sent to buyer 10-15 business days following receipt of payment once payment has cleared. Titles for any vehicles paid for in cash will be available at the Auction Gallery office upon payment. If a title is from a court ordered conservatorship, please allow 2 to 3 weeks and title will be mailed directly to purchaser.

PAYMENT: Invoice must be paid in full before taking possession of the items. For vehicle purchases of $2,500.00 or more, payment must be made in the form of cash, check (with positive ID, Mountaineer Auction approval, and accompanying bank letter of credit), certified or cashier's check, or wire transfer unless other arrangements are made prior to auction. For all other purchases credit cards are accepted with the additional 3% transactional fee.

ITEM REMOVAL: Pickup is available on a scheduled and designated date and time only set up with Mountaineer Auctions. Mountaineer Auctions does not offer shipping, delivery, or storage services. Winning buyers must bring help to load and supplies to pack & secure their items. Mountaineer Auctions will have boxes available at pickup. If the winning bidder wishes to have items shipped, they must arrange prior to the auction with a local third-party vendor at their own expense. Removal is at the buyer's sole obligation, risk and expense.

NOTICE: This sale is pursuant to Mason County Probate Order by the Mason County Court appointed Executrix.

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