

BRAND USED WORKS AUCTION HOUSE

TERMS AND CONDITIONS

U.C.C. § 2-328. Sale by Auction Uniform Commercial Code – Sale by Auction U.C.C. – ARTICLE 2 – SALES PART 3. GENERAL OBLIGATION AND CONSTRUCTION OF CONTRACT § 2-328. Sale by Auction. (1) In a sale by auction if goods are put up in lots each lot is the subject of a sell. (2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling. (3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid. (4) If the auctioneer knowingly receives a bid on the seller's behalf or the seller makes or procures such a bid, and notice has not been given that liberty for such bidding is reserved, the buyer may at his option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale. the auctioneer reserves the right to bid, whether it is on behalf of any minimums, reserves or for their own personal purchase.

The highest approved bidder to be the buyer. In all cases of disputed bids, the property shall be resold but, Auctioneer will use their judgment as to good faith of all claims and his decision is final. Where a lot has stated quantity that is more than 1 (one) , the bid shall be multiplied times the quantity to determine the total cost of the lot unless other wise noted. All bidders are required to register and give full identification prior to the beginning of the auction and are required to use the number issued them when identifying themselves as the successful bidder. All purchases by attendees shall be paid in full by close of auction, and preferably removed same day. Any items not removed within 48 hours of auction /sale shall be deemed abandoned by bidder and shall be disposed of at bidder's expense without recourse. Bidders who wish to pay by check may be subject to procedures to verify their check has cleared before removing merchandise from the auction house. Checks and payment items not approved are subject to a \$25.00 returned item fee imposed immediately and added to the check out total. A successful bid at auction, whether live or online, constitutes a legally binding contract of sale. All sales are final. All lots are sold subject to Nevada State sales tax unless bidder has filled out a Nevada state sales tax exempt certificate and such certificate is on file with Auctioneer. This form can be found by clicking on the forms button at the top of our home web site page.

Every item sold "as is" Neither the Auctioneer nor the seller makes any warranties or representation of any kind or nature with respect to said property. All sales are final. Catalog descriptions are for simple identification purposes only, no representation are made as to authenticity, age, or origin, or value. Buyer relies solely on his/her own inspection and judgment when bidding.

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Purchasers are responsible for all costs involved with removal of their purchases & any and all damages incurred during removal of purchases.

10% buyers premium shall be added to the top bid to become part of the purchase price. Buyers premium definition. The buyers premium is that portion of the commission (s) which is being paid by the buyer. It is clearly understood and agreed by both the buyer and the seller that the auctioneer and broker represent the seller only . Auctioneer will provide an invoice to buyer upon processing payment. Buyer hereby waive their right to chargeback if paid by credit card. At auction all sales are final.

BRANDUSEDWORKS reserves the right to refuse service to any person for any reason including, but not limited to past history of theft or disorderly conduct, non payment of previous bids, irrational or excessive bidding, public nuisance, bidding confrontational style or intimidation, or any other reason. We reserve this right whether or not any signs are posted and by registering to bid you agree to all terms and conditions posted and contained herein.

Should dispute arise after the auction, Auctioneer records shall be conclusive in all respects.

As a courtesy to other bidders, please do not allow children to play with merchandise or move any items from its correct location.

Auctioneer reserves the right to withdraw any property prior to auction.

The above stated terms and conditions of auction cannot be altered except in writing by all parties of the contract or by verbal changes in terms given by Auctioneer at time of auction. Bidder does hereby indemnify and hold harmless Auctioneers, owner and seller from any and all damages, claims, or liabilities from injuries to persons or property of any type whatsoever, caused before, during or after the auction.

Bidder agrees to the above terms and conditions of the auction prior to receiving a bid card for this auction, and all other auctions said bidder attends of BRANDUSEDWORKS in the future either at auction showroom or on site at another premise. Any verbal additional rules and conditions stated at the beginning of the auctions will also apply whether or not the bidder was present during the announcement phase of the auction.

Bidder will be required to sign registration form indicating that the terms and condition agreement was given to bidder at that time and has agreed to all terms and conditions as set forth.