



Auctioneers, Inventory Management, Liquidators

### **NOTICE TO ATTENDEES**

Persons attending this auction are notified that an Auction Site is a potentially dangerous place. Heavy equipment is being operated and electric circuits may be live. Flammable, noxious, corrosive and pressurized substances may be present. Every person at the Auction Site before, during and after the auction sale shall be deemed to be there at his or her own risk with notice of the condition of the premises, the activities on the premises and the conduct of third parties and any registered bidder shall so advise his agents and employees. No persons shall have any claim against the Auctioneers, their agents, employees or principals for any injuries sustained, nor for damages to or loss of property, which may occur from any cause whatsoever. C.M. Company Auctions makes every effort to protect your purchases and/or consignments, but will not be held responsible or liable for theft or damage. In the event of a dispute, "buyer or seller" and C.M. Company Auctions, "buyer or seller" agrees to locate all proceeding in Taylor County Texas.

Announcements Sale Day supersede any and all previously published or oral information released prior to the sale.

C.M. Company Auctions strive to provide accurate descriptions of each and every lot. However, some defects or descriptions may not be accurate. Check all items for yourself before bidding. We have no warranty for descriptions.

### **REGISTRATION**

To participate in the bidding process, you must register at every auction hosted by C. M. Company Auctions. To become registered, you must present a completed registration bid card and a photo ID to the Auction Registration Clerk. C. M. Company Auctions reserves the right to refuse issuing a bidding card. Please note that when you register to participate in our auctions you are in agreement to C. M. Company Auctions terms and conditions governing the auctions. Your bid is your contract and you are responsible for payment of all items purchased with your bidder number. All bids are final.

## **TERMS OF SALE**

All payments must be made by cash, personal or company checks. All return checks will incur a \$30 service charge and all checks are verified through a third party verification, VISA and MasterCard are accepted however a 5% convenience fee will apply. State and City taxes will be applied to your total purchase unless you have a recent Texas Resale Certificate on file with C.M. Company Auctions TAX, TITLE and LICENSE FEES plus a \$150 Buy Fee will be collected, when applicable, on all titled equipment and vehicle purchases. All Titles will be mailed when the buyer's funds have cleared the bank, and not before five (5) business days after the auction sale day. Some titles may take up to 20 business days. No purchases may be removed until paid in full. Payment is required by the end of the auction day 5 pm. C.M. Company Auctions and its agents, auctioneers, and employees make no guarantees or warranties, expressed or implied, of any kind. Every item is sold "AS IS, NO WARRANTY". The catalog listing is only a guide; please inspect equipment and items carefully. All purchases must be removed from the auction site within 3 days following the end of the auction or a storage fee will be applied. Free loading is available on the auction sale day only. Loading fees will apply beginning the day after the auction sale day. You must have a sales receipt to exit the auction premises with your purchases.

## **PROXY BIDDING TERMS AND CONDITIONS**

C. M. Company Auctions provides a Fee-Based service to customers who are unable to attend an auction but wish to purchase one or more items in a specific sale. This service, often referred to as 'absentee bidding', is Bid by Proxy. Processing Fees are applied therefore please read the remainder of this section: When you place a Bid by Proxy, C. M. Company Auctions bids on your behalf up to the maximum amount specified by you. All proxy bids are held in strictest confidentiality. You must contact us at (325) 677-3555 9am - 5pm Monday through Friday to make a payment with your credit card or remit payment to C. M. Company Auctions, 2258 S Treadaway Blvd., Abilene, Texas 79602.

The bidding is not started with your bid unless a higher proxy bid has been received from another bidder. Once the crowd has established the bidding, your bid will be entered at the next increment being asked for by the auctioneer. As long as bids are coming from the crowd, we continue to bid on your behalf until either the bidding from the crowd has exceeded your maximum bid, or you are the successful high bidder.

Bids by proxy must be a minimum of \$100.00 and must be submitted sufficiently in advance of the sale in order to be processed. A deposit of the total bid amounts must be received by C. M. Company Auctions before your bids will be accepted. Proxy bidding closes 48 hours before the auction sale day. Your bid deposit must be received and confirmed before your Proxy Bids will be submitted on the auction sale day.

A \$10.00 Processing Fee is charged to each lot that you become the successful bidder.

If you are not the successful bidder, your deposit will be promptly refunded.

If you are the successful bidder, your deposit will be applied to your purchases. The remaining balance owed plus the \$10.00 per lot Processing Fee must be paid within 24 hours. Your purchases will not be released until the balance has been paid. The deposit on winning bids are NOT REFUNDABLE.

All proxy bidders will be contacted after the sale and advised of the selling price.

All proxy bids are governed by the Terms and Conditions outline on the confirmation page plus the General Terms and Conditions that apply to all our auctions.

#### ONLINE INTERNET BIDDING TERMS AND CONDITIONS

15% Buyers fee on all items.

All items must be paid for within 48 hours with no exceptions. If you can't make that deadline please make other arrangements. If you can't make it to pick up your items on time please call.

Terms of the sale are cash, check, Master Card, or Visa 5% convenience fee for credit cards.

All items must be paid for within 3 days of auction end with no exceptions.

All Texas 8.25% sales tax laws applies.

All Items sold as is with no warranty. Please inspect before you bid and buy.

Online Auction Bid Increments:

\$25 And under \$1.00

\$26 - \$50 - \$.2.50

\$51 - \$100 - \$5.00

\$101 - \$500 - \$10.00

\$501 - \$1,000 - \$25.00

\$1,001 - \$2,500 - \$50.00

\$2,501 - \$5,000 - \$75.00

\$5,001 - \$7,500 - \$100.00

\$7,501 - \$10,000 - \$150.00

\$10,001 - & up - \$250.00

C. M. Company Auctions can approve or deny bidders at our discretion. We reserve the right to accept or deny bidders for any reason. Prior to approval C. M. Company Auctions may contact you to determine your credit worthiness. If we approve your bid, then we will process your bid in accordance with our terms and conditions.

By placing a bid you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding against other Internet Proxy bidders as well as floor bidders, (this list does not constitute a complete list of bidder types but does highlight the common bidder channels).

In consideration of your use of C. M. Company Auctions Proxy Bid Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (such information being the "Bidder Information") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or C. M. Company Auctions has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, C. M. Company Auctions has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

C. M. Company Auctions reserves the right to change or amend these policies and procedures as needed, at any time and also the right to interpret these policies and procedures and to decide all issues of dispute concerning the same, which decision shall be final and binding.

All information obtained by C. M. Company Auctions is held in the strictest of confidence. We will not share or sell any information to a third-party.

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