



Terms and Conditions of Internet Sales

All Purchases must be paid for on day of sale. Cash, Money Order, or Check accompanied with an Irrevocable Bank Letter of Guarantee. Letter should state: Our bank, (name of bank) irrevocably will guarantee any checks written to IRAY Auction for purchase of items at the (Auction Date) auction by (you or your company name) from account number (fill in number) up to the total amount of \$_____. Sincerely (Bank officer's name and title)

All sales are final. No items to be removed without prior settling with clerk.

INTERNET TERMS AND CONDITIONS

By registering to bid or placing a bid, Internet bidder agrees to be bound by terms & conditions of auction. All Internet bidders agree that bids placed on the Internet shall have the same legal effect as if they (the bidder) were in attendance at the auction in person.

1. The Auction offers items by "Lot" in groups, choice or individually. Every Lot will be sold "**as is, where is**" and **all sales are final**. Items are open to public inspection. It is Bidder's responsibility to determine condition, age, genuineness, value or any other factor. I.R.A.Y. Auction will attempt to describe the items/equipment in advertising, on the Internet, and at the auction but makes no representations. There will be **no guarantees or warranties of any kind**, regardless of any condition statements made on equipment, nor will I.R.A.Y. Auction be liable for any condition statements made on equipment.

2. **All Internet Bidders** agree to pay a buyer's premium equal to two percent (2%) of the purchase price for each item. (Example: Purchase price of an item is \$1000.00 the buyer's premium will be \$20.00 for a total purchase price of \$1020.00). \$10 minimum buyer's premium.

3. Bidders who bid offsite and are not present at the live auction acknowledge that they may not be able to inspect an item as well as if they examined it in person. It is Bidder's responsibility to determine condition, age, genuineness, value or any other factor. I.R.A.Y. Auction shall attempt to describe in detail each item and any pertinent information of items. I.R.A.Y. Auction will not be responsible for any errors or omissions in the description of the item. Winning bid of Internet Bidder, accepted by I.R.A.Y. Auction, can not retract bid. Internet Bidder accepts Lot when making bids and is responsible for their awarded bid, or may be subject to penalties. **All sales are final, No refunds!**

4. I.R.A.Y. Auction is providing Internet pre-auction and live bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction sale. Under no circumstances shall Bidder have any kind of claim against I.R.A.Y. Auction or anyone else if the Internet service fails to work correctly before or during the live auction. I.R.A.Y. Auction will not be responsible for any missed bids from any source. Internet Bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the auction begins. I.R.A.Y. Auction reserves the right to withdraw or re-catalog items in this auction.

5. Auctioneer reserves the right to advance the bidding at his own discretion. I.R.A.Y. Auction may withdraw any item before or during the auction. Should a tie or a dispute arise between two bidders, live bid take precedence over all other bids.

6. Purchases awarded to Internet Bidder become the responsibility of that Bidder. Purchases **MUST** be paid in full at the conclusion of the auction. **All payments are to be made in cash, cashiers check, bank wire (wire fee charged to winning Bidder) or standard check accompanied by an Irrevocable Bank Letter of Guarantee.** Letter should state: Our bank, (Name of Bank) irrevocably will guarantee any checks written to IRAY Auction for purchase of items at the (Auction Date) auction by (you or your company name) from account number (fill in number) up to the total amount of \$_____. Sincerely (Bank officer's name and title). A \$30.00 service fee will be added to all returned checks. Bidder agrees not to stop payment on any check paid to I.R.A.Y. Auction. Checks must be received within three (3) days, or subject to a fee of \$10.00 per day.



Terms and Conditions of Internet Sales

7. Purchaser will pay any and all applicable taxes and fees, unless exempted by law. Bidder agrees to indemnify I.R.A.Y. Auction against any claim if sales tax is not collected on Bidder's purchases.
8. Packing and shipping costs are the responsibility of the Purchaser. Purchases need to be removed within ten (10) days or may be resold at next auction or disposed of in any way I.R.A.Y. Auction deems to be suitable.
9. I.R.A.Y. Auction may refuse a buyer's number to anyone for any reason. Bidder agrees to provide any identification I.R.A.Y. Auction may request including but not limited to: drivers license, photocopies of Social Security card, Passport, etc...
10. We want you to be happy with your purchases. If you have questions about the items or equipment the time to ask questions is well in advance of the live auction. No returns are allowed.

EVERY ITEM SOLD "AS IS – WHERE IS".

PLEASE INSPECT AND/OR BE INFORMED OF EQUIPMENT BEFORE BIDDING.

NO GUARANTEES OR WARRANTIES WHATSOEVER.

ALL SALES ARE FINAL, NO REFUNDS.

Thank you for your patronage.