

Fixture Sales – Sale Terms and Conditions  
**ALL SALES ARE FINAL**

1. **THE UNDERSIGNED (“BUYER”) ACKNOWLEDGES THAT S/HE/IT HAS CONDUCTED A THOROUGH INSPECTION OF THE ITEMS BEING PURCHASED. ALL ITEMS ARE SOLD IN AN “AS-IS, WHERE-IS, AND AS INSPECTED” CONDITION WITH ANY AND ALL FAULTS. WHILE DESCRIPTIONS IN PRINTED MATERIALS ARE BELIEVED TO BE CORRECT, THE SELLER MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, AS TO THE GENUINENESS, AUTHENTICITY OR MERCHANTABILITY OF, OR DEFECT IN ANY ITEM, AND WILL NOT BE HELD RESPONSIBLE FOR ANY DISCREPANCIES OR INACCURACIES. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) AS TO THE MERCHANTABILITY OF ANY ITEM OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED NO WARRANTIES ARE MADE AS TO THE MERCHANTABILITY OF ANY ITEM OR THEIR FITNESS FOR ANY PURPOSE.**
2. Payment must be made on the day of purchase. Payment may be made by cash, certified check, travelers check, and “Bank Letter of Guarantee” in a form acceptable to the Seller, Visa, MasterCard, American Express, or Discover if accepted at the location. **When paying by credit card, Buyer is waiving any/all rights to initiate a credit card charge-back against the transaction.**
3. Applicable state sales tax will be added to all purchases. Exempt Buyers must provide the Seller a copy of their sales tax exempt certificate at the time of purchase. Seller will retain a copy of the certificate for the sales records. Buyers unable to provide tax-exempt certificate to Seller at the time of purchase must pay all applicable taxes and seek refunds through appropriate government agencies. Seller will not provide tax refund.
4. Ownership title passes upon payment of the purchase price, and thereafter the property is at the risk of the Buyer, and the Seller shall not be responsible for the loss or damage to any article due to theft, fire, breakage, or any cause whatsoever, however occasioned.
5. Removal shall be at the sole expense, liability and risk of the Buyer. Buyer is responsible for providing all labor, material and equipment to properly execute removal; to the extent required by applicable law, Buyer shall use licensed persons to perform all aspects of the removal (including (without limitation) licensed contractors, electricians, riggers, and plumbers. Buyer is solely responsible to provide any personnel, equipment or material needed to pick up or remove purchases and shall assume all responsibility for the removal of any item of property purchased at the sale and any and all risks associated with such removal including, without limitation, the responsibility for providing licensed and bonded professionals to ensure proper water, gas and/or power disconnection, and full financial responsibility for any damage or liability to persons or property resulting from any act or omission of Buyer or any Buyer’s employees, agents, independent contractors, and/or representatives during pick-up and/or removal. Buyer agrees that in the event purchased items contains any environmental hazards, toxic waste or other type of hazardous material or substance (collectively, “HAZMAT”) in any form whatsoever, Buyer shall provide evidence that Buyer or its employees, agents, independent contractors, and/or representatives are licensed for the removal of items and shall comply with all applicable local, state and federal statutes, rules, laws, ordinances, codes, and regulations. Neither Seller, its agents nor its representatives shall have any responsibility for HAZMAT or the containment, storage or removal thereof. Weekend “tear-down” and removal during the inventory sale period (if applicable) will not be allowed without the written approval of Seller.
6. Buyer must remove all purchased items. There is no right of abandonment.
7. Seller shall not be responsible for non-delivery to any Buyer of any item purchased, other than to refund the deposit or sum paid on any item due to Seller error.
8. The Seller reserves the right to withdraw any listed item from the sale, to sell items that are not listed, to group one or more items into one, to subdivide items and to sell any/all items in bulk.
9. In the event the Buyer fails to comply with any of the terms and conditions of the sale, the Seller may sue Buyer for damages. Buyer agrees to pay any and all charges and expenses incurred by reason of any breach of the terms and conditions of this sale, including, without limitations, reasonable attorney fees. Any items remaining at the removal site after the allotted removal period will be considered abandoned by the Buyer, all rights to items will be forfeited, all monies will be retained by Seller, and items will be re-sold or otherwise disposed of immediately. Buyer will lose any right, title or interest Buyer may have acquired and the items shall revert to and re-vest in the Seller without further notice to Buyer.
10. These written terms and conditions of sale supercede any other terms and conditions, either written or verbal and cannot be modified.
11. Buyer hereby agrees to and shall indemnify, defend and hold Seller, its subsidiaries and affiliated companies, and their respective directors, officers, representatives, independent contractors, and employees, harmless from any third party liability (including reasonable attorneys’ fees and court costs) occurring or arising by reason of or relating to Buyer’s or its subsidiaries and affiliated companies, or their respective directors, officers, representatives, independent contractors, or employees (i) breach of these terms and conditions, (ii) damage to persons or property at the location(s) of the items purchased, or (iii) negligent, willful or unlawful acts or omissions.

You are signing a written, binding contract agreeing to the terms and conditions of the sale set forth herein.  
If you do not agree or understand the terms and conditions of the sale, please return your items to the fixture salesperson.

**A copy of this document is available to any interested party.**  
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BUYER:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Store Number

\_\_\_\_\_  
Invoice Number

