

**Auction Terms & Conditions for Internet Auction**

1. ELCO Auctions, National Auctioneers & Liquidators, Inc. (henceforth known as AUCTIONEER) reserves the right to bar anyone from participating in the auction or refuse registration.
2. AUCTIONEER is not liable for any person, event, or claim for injury or damage to any person or property of any kind or nature including acts of God. AUCTIONEER makes no claim, warranty expressed or implied or any other representation as to the nature, condition, make, model, or function of any property real or personal at this auction. AUCTIONEER will not be responsible for the inability of any Purchaser to use the internet site for any reason.
3. All items will be sold as is, no guarantees expressed or implied. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warrantee, or representation. Prospective bidders may inspect the property during normal business hours before bidding to determine condition, size, etc. No refunds or credits will be issued.
4. There is a 15% buyer's premium on all purchases. Payment can be made using one of the following credit cards: Mastercard, Visa or Discover or by bank to bank wire transfer. Call 361-726-6243 for bank routing and account information.
5. Shipping: The products may not be removed from premises until paid in full. The Purchaser is responsible for shipping arrangements and shipping expenses.
6. Children under the age of eighteen (18) are not allowed to bid.
7. Purchaser (Bidder) eligibility: The Purchaser must be at least 18 years of age and have a picture ID. By participating as Purchaser in any sale at auction, the Purchaser represents that he/she is: a) registered with AUCTIONEER to purchase; b) subject to the Terms and Conditions contained herein. Persons shall be considered registered if the person has completed all registration requirements. Application for registration shall constitute authorization for Auctioneer to investigate and verify all information provided to Auctioneer.
8. Sale Procedure: All bids are a binding contract. The Purchaser acknowledges that once a bid is offered, the purchaser shall be bound by the bid amount. The purchaser should verify the bid amount before electronically submitting a bid. All sales will be deemed consummated when the on-line auction has ended and the purchaser has been established. The seller and/or purchaser will be bound by the digital record of the on-line purchase and sale and the terms thereof.
9. Payment Terms: All purchases must be paid for and/or payment arrangements made and all fees satisfied no later than 24hrs after the on-line auction ends. All payments are to be made by one of the following: Mastercard, Visa, American Express or Discover credit cards only. Valid debit cards are also accepted.
10. Warranties: Seller covenants, guarantees and warrants that with respect to each item assigned for sale through the Auction that any and all title possessed to the item will be transferred valid and free from all defects, liens, and encumbrances. AUCTIONEER and Seller are not responsible for any loss or damage to property at any time.
11. All decisions and conditions of sale set forth by the AUCTIONEER at the time of sale are FINAL.
12. Changes to Auction Terms and Conditions: These Auction Terms and Conditions are subject to change as required and will be in writing. Any amendments made by the AUCTIONEER will supersede these terms and conditions and are final.
13. Resellers must execute a resale certificate to receive a buyer's number without paying sales tax.
14. Delivery of Items: No item shall be removed by the purchaser before final payment is received by the AUCTIONEER in collected funds, including but not limited to all tax, title, and licensing fees. Ownership shall pass to the Purchaser when AUCTIONEER is paid with collected funds.
15. Miscellaneous: No waiver of the provisions hereof shall be effective unless in writing and signed by AUCTIONEER. The Auction Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of the purchaser and inure to the benefit of AUCTIONEER and Seller and its successors, assigns and subrogates. These Auction Terms and Conditions and any and all agreements or authorizations executed by purchaser or Seller in connection herewith shall be governed by and interpreted in accordance with the substantive laws of Texas without resort to principles of conflicts of laws. By execution of these Auction Terms and Conditions, the purchaser submits to the personal exclusive jurisdiction of the courts of the State of Texas and to venue in the Circuit and Superior Courts of Nueces County, Texas and the Federal Courts of the United States, sitting in Corpus Christi, Texas for the adjudication of any matters arising under or in connection with these Auction Terms and Conditions. Any action initiated by the purchaser against AUCTIONEER or Seller relating to these Auction Terms and Conditions shall be conducted in said Courts. AUCTIONEER may bring any suit against Purchaser under or related to these Auction Terms and Conditions in any Court of competent jurisdiction.