



## TERMS, CONDITIONS & PAYMENT INSTRUCTIONS

**A 10% BUYER'S PREMIUM WILL BE CHARGED AT THIS AUCTION**

***Auction being conducted in connection with Orders of the Court in  
KJM CAPITAL TRANSPORTATION FUND, LLC, et al., Case No. 6-19-bk-06302-KJ  
U.S. Bankruptcy Court for the Middle District of Florida, Orlando Division***

- 1) The Buyer acknowledges that Buyer has read and agrees to be bound by the auction terms as well as all other terms and conditions set forth in the Buyer Registration Agreement, Auction Catalog, Auction Invoice, Bill of Sale and all other written or electronic terms and conditions provided by Taylor & Martin, Inc. (T&M) in connection with this sale. Any verbal or written announcements of T&M or the auctioneer on the date of sale shall take precedence over any other written or electronic terms to the contrary.
- 2) **INTERNET FEES BEING WAIVED DUE TO COVID-19 VIRUS, PLEASE BID ONLINE.** ~~A 2.5% Internet Purchase Fee will be charged on all online purchases up to \$40,000.00. Any purchases exceeding \$40,000.00 will be charged a flat rate of \$1,000.00 per unit.~~
- 3) Buyer is responsible to ensure that all motor vehicles purchased with emissions alterations are restored in compliance with all state and federal emissions laws and regulations.
- 4) Deposits for approval to bid – must be received by 3pm central time day prior to each auction.
  - **Wire Transfer/ACH** - \$5,000 – Your deposit will be applied to your purchase. If you are not a successful bidder, your deposit will be returned to you the next business day.
  - **Credit Card Deposit-VISA/MasterCard** - \$5,000 – for assistance with processing your credit card deposit, please call a Taylor & Martin representative at 800-654-8280. Your credit card deposit will be applied to your purchase. If you are not a successful bidder, your credit card will not be charged.
  - **Bank Letter of Guarantee/Credit** – A letter from your bank stating that they will “Honor” or “Guarantee” your purchase or a bank letter of credit stating your amount available. Your bank can fax the letter to 402-941-1552 or email to [approvals@taylorandmartin.com](mailto:approvals@taylorandmartin.com)
  - **Cashier's Check** - \$5,000 – made payable to Taylor & Martin can be mailed to PO Box 349, Fremont, NE 68026 or for overnight delivery – 1865 N Airport Rd, Fremont, NE 68025. If you are a successful bidder, your cashier's check will be applied to your purchase. If you are not a successful bidder, your Cashier's Check will be returned to you by mail.
- 5) All purchases must be removed from the premises no later than 9 days following the auction.
- 6) Buyers are personally liable for any accepted bids made with their Bidding Number.
- 7) The highest bidder for each lot shall be deemed the Purchaser. In the event of any dispute during the auction sale, the auctioneer shall have absolute discretion to either decide the outcome of such dispute or to re-offer the lot for re-sale.

- 8) T&M is not liable for any loss or damage whatsoever arising from any lots that are withdrawn or not presented for sale including, but not limited to, the costs of attendance at auction or any form of lost profit or consequential damages.
- 9) T&M has described each lot in the catalog based upon information furnished by each consignor and T&M has not independently verified any such information. Each Buyer acknowledges and agrees that it has inspected each lot upon which a bid is being submitted and is not relying upon any representations or warranties of T&M or the Seller. T&M shall have no liability whatsoever concerning any faults, deficiencies or errors of any description, oral or printed, and shall further have no liability concerning the authenticity, genuineness, origin, age, condition or quality of any lot(s). All statements as to all such matters contained in any advertisement, catalog or written or electronic communication are statements of opinion only and shall not be considered or implied as any statement or representation of fact.
- 10) BUYER ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE PROPERTY IDENTIFIED ABOVE "PROPERTY" AND IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES OF T&M OR THE SELLER/CONSIGNOR OF THE PROPERTY. BUYER AGREES THAT, EXCEPT AS TO MARKETABLE TITLE FROM SELLER ONLY, EACH ITEM OF PROPERTY IS SOLD "AS IS," "WHERE IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED OF ANY KIND, NATURE OR DESCRIPTION INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, CONDITION (WHETHER OR NOT DISCOVERABLE), USABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO BRAND, IDENTITY OR QUALITY OF THE UNIT, MATERIALS, COMPONENTS, OR WORKMANSHIP. THERE IS NO REJECTION OR REFUND. IN NO EVENT SHALL T&M OR THE SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH THE SALE OF THE PROPERTY. BUYER ASSUMES ALL RISK OF LOSS TO THE PROPERTY FROM AND AFTER THE TIME THE AUCTIONEER ACCEPTED THE BUYER'S OFFER OR BID.
- 11) The Buyer assumes all risk of loss to the property from and after the time auctioneer accepts the Buyer's offer or bid. Buyer shall be responsible to insure all of Buyer's purchases against all losses from the auction date until removal of such purchases by the Buyer.
- 12) T& M shall not be liable or responsible for any interruptions, termination or corruption of any audio feed, video feed or of any other internet registration, bidding or other online related service that occurs before, during or in connection with the auction sale, regardless of the cause of fault attributable to the interruption, termination or corruption of such services.
- 13) "This agreement will be construed and governed according to the laws of the State of Nebraska and any disputes arising in connection with this agreement and auction shall be subject to the exclusive jurisdiction and venue of the state or federal courts of Nebraska."

Complete payment due the day after sale by ACH, wire transfer, cashier's check, personal or company checks will be accepted if letter of guarantee from your bank received day prior to the auction. All purchases are subject to verification with your bank or financial institution. Immediate possession of all equipment upon proper settlement.

For complete wiring instructions and any questions, please call 800-654-8280.