

**Associated Auctioneers**  
**2400 East Tioga Street**  
**Philadelphia, PA 19134**  
**215-739-1021, Fax 215-739-1071**  
[www.associatedauctioneers.com](http://www.associatedauctioneers.com)

**Terms and Conditions**  
**Warehouse Sale-April 27, 2011**

1. You must be registered and issued a number to bid.
2. All persons acknowledge having full knowledge of these "Terms and Conditions of the Sale" and agree To be bound thereby. The Auctioneer reserves the right to one or more to the following "Terms and Conditions of the Sale" by announcements at the sale. No employee is authorized to alter these terms. If the purchaser fails to comply with any of the stated and printed "Terms and Conditions of the Sale" including but not limited to full payment, method of payment and removal of purchased goods, the Auctioneer, at his option, may declare the purchaser in default and retain all monies as liquidated damages.
3. A twenty-five percent (25%) deposit will be required from the purchaser at the time that the article is struck down, or so much more up to the full amount of the bid at the Auctioneers demand and opinion. **INITIAL DEPOSIT TO REGISTER IS \$100.00, WHICH IS REFUNDABLE IF NO PURCHASES ARE MADE.** The deposit will be in CASH OR CERTIFIED CHECK ONLY, drawn to the order of **ASSOCIATED AUCTIONEERS**. NO OTHER METHOD OF PAYMENT WILL BE ACCEPTED.
4. All COD balances must be paid no later than Friday, April 29, 2011, by 3:00PM in **CASH OR CERTIFIED FUNDS**, drawn to the order of ASSOCIATED AUCTIONEERS. NO OTHER METHOD OF PAYMENT WILL BE ACCEPTED. In the event of a billing error, the BUYER is obligated to pay any deficiency upon presentation of a corrected bill.
5. **NO GOODS WILL BE DELIVERED TO THE PURCHASER UNTIL THE ENTIRE SALE IS COMPLETED. NO GOODS WILL BE RELEASED WITHOUT A PAID INVOICE.** Removal Date: All goods must be removed by **Friday, April 29, 2011 by 3:00PM.**  
**ABANDONED GOODS:** Any merchandise not removed by this date will be considered abandoned with the purchaser in default and deposits will be retained as liquidated damages. Purchaser agrees to pay the balance in full upon receipt of invoice.
6. **NO VEHICLE WILL BE DELIVERED TO THE PURCHASER UNTIL THE ENTIRE SALE IS COMPLETED. NO GOODS WILL BE RELEASED WITHOUT A PAID INVOICE.** Removal Date: All goods must be removed by **Friday, April 29, 2011 by 3:00PM.**  
**ABANDONED GOODS:** Any merchandise not removed by this date will be considered abandoned with the purchaser in default and deposits will be retained as liquidated damages. Purchaser agrees to pay the balance in full upon receipt of invoice.
7. **THE SALE WILL TAKE PLACE IN THE ORDER SET FORTH BY THE AUCTIONEER.** The Auctioneer reserves the right to group two or more lots together and also reserves the right to subdivide lots. All items will be sold on a unit basis unless listed or announced as sold by the lot.
8. Purchasers may inspect the merchandise and are urged to do so. The inspection is the Morning of the sale. Today's sale will begin at **10:00AM**. Although most of the merchandise is new or used, it is believed to be in saleable condition. Auctioneer and sellers make no warranty as to condition. All goods are sold "**AS IS**" and "**WHERE IS**" and all sales are "**FINAL**".
9. Purchaser must remove the merchandise from the premises at their own risk and liability. All purchases are made at the Purchaser's risk and the Auctioneer is not responsible if all or part is lost or stolen, damaged or destroyed from any cause. Auctioneer shall not be liable for non-delivery to the purchaser of any lots.
10. Errors in cataloging or description of articles listed herein shall not invalidate the sale. Where lots are sold by count or weight, the purchaser will be billed and required to pay for such estimated count and

weight. If any shortage shows upon delivery the purchaser will be rebated therefore, at the rate of purchase. If any excess be shown, Purchaser will be required to take such excess at the rate of purchase. No allowance of any kind will be made once the purchaser has removed his goods from the premises.

11. Auctioneer reserves the right to resolve any dispute regarding bids or bidders. Auctioneer reserves the right to bid for absentee customer but does not guarantee the execution of the bids.

12. Auctioneer makes no warranties or guarantees, either expressed or implied, nor shall Auctioneer be liable for any errors, accuracy or correctness of descriptions. Prospective bidders should verify all information. All announcements made the day of the sale take precedence over any oral, written or printed matters or material.

13. Record of sale kept by Auctioneer and Bookkeeper will be taken as final in the event of a dispute.

14. Auctioneer is acting solely as agent for the seller. Auctioneer reserves the right to reject any bids or bidder.

15. For mailing list, please see auction personnel at registration desk.

16. **SALES TAX:** Your purchases are taxable unless the sale is of a nontaxable nature or you are a bona fide dealer buying for resale in your business and have a valid sales tax number and execute the proper exemption certificate.

Please Note: SALE SUBJECT TO 7% SALES TAX  
INVOICES WILL BE READY AFTER SALE  
NO GOODS WILL BE RELEASED WITHOUT A PAID INVOICE  
SALE SUBJECT TO A 10% BUYER'S PREMIUM  
AUCTIONEER RESERVES THE RIGHT TO REJECT ANY BID OR  
BIDDER