

PPL AUCTIONS – General Terms of Sale

NOTICE: ALL BIDDERS AND OTHER PERSONS ATTENDING AUCTION SALES AGREE THAT THEY HAVE READ AND HAVE FULL KNOWLEDGE OF THESE TERMS AND AGREE TO BE BOUND THEREBY. REFERENCES TO AUCTIONEER SHALL INCLUDE PPL GROUP, LLC, PPL AUCTIONS AND THREESIXTY ASSET ADVISORS LLC. REFERENCES TO SELLER SHALL INCLUDE REGIONAL PAVING MAINTENANCE AND AVERY ASPHALT.

1. REGISTRATION: TO REGISTER LOGIN TO BIDSPOTTER.COM, PROXIBID.COM OR EQUIPMENTFACTS.COM AND SEARCH FOR THE AUCTION YOU WISH TO PARTICIPATE IN (CONTROL + F). ONCE YOU LOCATE THE AUCTION, CLICK THE “SIGN UP” BUTTON. IF YOU HAVE REGISTERED WITH BIDSPOTTER IN THE PAST, ENTER YOUR USERNAME AND PASSWORD. IF YOU HAVE NEVER USED BIDSPOTTER, CLICK ON THE ‘REGISTER’ BUTTON. ENTER THE REQUIRED CONTACT INFORMATION AND SELECT A USERNAME AND PASSWORD AND SUBMIT FORM. YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR REGISTRATION FOR THE AUCTION WITH YOUR BIDDER PADDLE NUMBER. YOU WILL ALSO RECEIVE AN APPROVAL EMAIL FROM THE AUCTION HOUSE ONCE APPROVED. ON THE DATE OF THE AUCTION, LOGIN TO BIDSPOTTER WITH YOUR USERNAME AND PASSWORD. YOU WILL BE ABLE TO VIEW A PHOTO OF EACH LOT WHILE LISTENING TO THE LIVE AUDIO (IF AVAILABLE). BIDDERS ARE RECOMMENDED TO REGISTER 48 HOURS PRIOR TO THE SALE TO AVOID ANY ISSUES THAT MAY OCCUR.

2. PAYMENT: ITEMS MUST BE PAID IN FULL UPON RECEIPT OF INVOICE. A BUYER'S PREMIUM OF 15% FOR ON-LINE BIDDERS WILL BE APPLIED TO YOUR INVOICE IN ADDITION TO THE SALES PRICE. SALES TAX WILL BE CHARGED ON THE TOTAL PURCHASE PRICE OF AN ITEM, WHICH INCLUDES THE BUYER'S PREMIUM. THE BUYERS PREMIUM MAY CHANGE WITH EACH INDIVIDUAL AUCTION. ALWAYS REFER TO THE INDIVIDUAL TERMS WITH EACH OF OUR AUCTIONS. BUSINESS CHECKS WILL NOT BE ACCEPTED WITHOUT A LETTER OF GUARANTEE FROM YOUR BANK. NO MERCHANDISE WILL BE RELEASED UNTIL INVOICE IS FULLY PAID.

3. TAXES: PRICES MAY NOT INCLUDE ANY FEDERAL, STATE, OR LOCAL TAXES, WHICH ARE IN ADDITION TO THE PURCHASE PRICE AND MUST BE PAID BY PURCHASER. SALES TAX WILL BE CHARGED ON THE TOTAL PURCHASE PRICE OF AN ITEM, WHICH INCLUDES THE BUYER'S PREMIUM. MACHINERY AND EQUIPMENT USED IN THE MANUFACTURING OR ASSEMBLY OF TANGIBLE PERSONAL PROPERTY FOR WHOLESALE OR RETAIL SALE ARE EXEMPT FROM TAX IN THE STATE OF ILLINOIS. OTHERWISE PURCHASER MUST FURNISH A TAX EXEMPTION CERTIFICATE, ANY SALES, USE, EXCISE, OR OTHER SIMILAR TAX, WHERE APPLICABLE, SHALL ALSO BE THE RESPONSIBILITY OF PURCHASER AND MAY, AT THE ELECTION OF PPL, BE ADDED TO THE QUOTED PURCHASE PRICE AND INVOICED BY PPL TO PURCHASER. THE FAILURE OF PPL TO INVOICE SUCH TAXES DOES NOT EXCUSE THE PURCHASER FROM RESPONSIBILITY FOR PAYING SAME. WHEN A SALE IS IN A STATE OTHER THAN THE STATE OF ILLINOIS, THERE WILL BE SPECIFIC INFORMATION RELATIVE TO THE SALES TAX RATES AND ANY EXEMPTION TO THE SPECIFIC AUCTION SALE AND WILL BE POSTED WITH EACH INDIVIDUAL AUCTION SALE ON OUR WEB SITE.

4. REMOVAL: EACH AUCTION WILL HAVE SPECIFIC INFORMATION RELATIVE TO THE TIMES OF REMOVAL. ALL ITEMS MUST BE OFF THE PREMISES BY A SPECIFIC TIME AND DATE. ALL ITEMS REMAINING AFTER THE SPECIFIED TIME WILL BE CONSIDERED ABANDONED.

5. LIABILITY: PURCHASES MAY BE REMOVED ONLY ON PRESENTATION OF PAID BILL. REMOVAL SHALL BE AT THE EXPENSE, RISK AND LIABILITY OF THE PURCHASER. AUCTIONEER SHALL NOT BE RESPONSIBLE FOR GOODS NOT REMOVED WITHIN THE TIME ALLOWED BUT SHALL HAVE THE OPTION TO REMOVE AND STORE AT THE EXPENSE AND RISK OF THE PURCHASER ANY ARTICLE PURCHASED, BUT NOT PAID FOR AND REMOVED WITHIN THE TIME AFORESAID. A CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL RIGGERS AND SHOULD BE PRESENTED TO PPL GROUP LLC AT THE AUCTION SITE. IF YOU INTEND TO DO YOUR OWN RIGGING AND USE A POWERED VEHICLE IN THE PROCESS, YOU MUST HAVE A CERTIFICATE OF INSURANCE. CONTACT PPL GROUP LLC FOR INSURANCE REQUIREMENTS FOR SPECIFIC AUCTION. IF YOU CAN MOVE YOUR PURCHASES BY HAND OR WITH A NON-POWERED ITEM, SUCH AS A CART, YOU DO NOT NEED TO PRESENT US WITH A CERTIFICATE OF INSURANCE. PPL GROUP LLC IS NOT A RIGGING COMPANY AND THEREFORE WILL NOT BE ABLE TO HELP WITH ANY RIGGING.

6. MANNER OF PAYMENT: ALL CHECKS FOR DEPOSIT AND BALANCES DUE SHALL BE PAYABLE TO THE ORDER OF PPL GROUP LLC. ALL BILLS MUST BE PAID TO REPRESENTATIVES OF THE AUCTIONEER AT THE FACILITY UNLESS OTHERWISE ANNOUNCED. THE FULL PURCHASE PRICE ON ALL LOTS SOLD TO THE SAME BUYER MUST BE PAID WITHIN THE TIME FIXED AND BEFORE REMOVAL OF ANY OF THE GOODS.

7. ISSUANCE OF TITLE: TITLES RELATIVE TO TITLED ASSETS PURCHASED WILL BE MAILED TO THE PURCHASER'S ADDRESS ON FILE AFTER PAYMENT HAS BEEN RECEIVED AND CLEARED.

8. CONDITION OF ARTICLES SOLD: NEITHER THE AUCTIONEER NOR THE SELLER SHALL BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, GENUINENESS, AUTHENTICITY OF, OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO SALE SHALL BE SET ASIDE NOR ALLOWANCE MADE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING, OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION ALLOWED ON DAMAGED ARTICLES, ALL ARTICLES BEING EXPOSED FOR PUBLIC EXHIBITION, AND SOLD "AS IS" AND WITHOUT RECOURSE. ARTICLES ARE NOT WARRANTED AS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED, AND NO CLAIM MAY BE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM.

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9. SAFETY DEVICES: ARTICLES PURCHASED MAY NOT INCORPORATE APPROVED ACTIVATING MECHANISMS, OPERATING SAFETY DEVICES OR SAFETY GUARDS, AS REQUIRED BY OSHA OR OTHERWISE. IT IS PURCHASER'S RESPONSIBILITY THAT ARTICLES PURCHASED BE SO EQUIPPED AND SAFEGUARDED TO MEET OSHA AND ANY OTHER REQUIREMENTS BEFORE PLACING SUCH ARTICLES INTO OPERATION.

10. INDEMNIFICATION: PURCHASER SHALL DEFEND AND INDEMNIFY AND HOLD AUCTIONEER AND SELLER HARMLESS FROM AND AGAINST ALL CLAIMS AND LIABILITIES RELATING TO THE CONDITION OF, REMOVAL OF, OR USE OF THE ARTICLES PURCHASED OR FAILURE OF USER TO ADEQUATELY INSPECT ITEMS TO AFFIRM OPERATIONAL CONDITION, OR TO FOLLOW INSTRUCTIONS, WARNINGS OR RECOMMENDATIONS OF THE MANUFACTURER, OR TO COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS APPLICABLE TO SUCH ARTICLES, INCLUDING OSHA REQUIREMENTS, AND ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES, COSTS OR LEGAL EXPENSES ARISING THEREFROM.

11. CLAIMS: NO CLAIMS WILL BE ALLOWED AFTER REMOVAL OF GOODS FROM PREMISES OR LEFT ON PREMISES PAST ALLOWED TIME LIMIT.

12. RESPONSIBILITY FOR NON-DELIVERY: NEITHER THE AUCTIONEER NOR THE SELLER, IN ANY EVENT, SHALL BE LIABLE FOR NON-DELIVERY OR FOR ANY OTHER MATTER OR THING, TO ANY PURCHASER OF ANY LOT, OTHER THAN FOR THE RETURN TO THE PURCHASER OF THE DEPOSIT OR SUM PAID ON SAID LOT, SHOULD THE PURCHASER BE ENTITLED THERETO.

13. COMPLIANCE WITH TERMS OF SALE: IN DEFAULT OF PAYMENT OF BILLS IN FULL WITHIN THE TIME THEREIN SPECIFIED, THE AUCTIONEER IN ADDITION TO ALL OTHER REMEDIES ALLOWED BY LAW MAY RETAIN ALL MONIES RECEIVED AS DEPOSIT OR OTHERWISE, AS LIQUIDATED DAMAGES. LOTS NOT PAID FOR AND REMOVED WITHIN THE TIME ALLOWED HEREIN MAY BE RESOLD AT PUBLIC OR PRIVATE SALE WITHOUT FURTHER NOTICE, AND ANY DEFICIENCY, TOGETHER WITH ALL EXPENSES AND CHARGES OF RESALE INCLUDING LEGAL FEES, WILL BE CHARGED TO THE DEFAULTING PURCHASER.

14. RISK TO PERSON AND PROPERTY: PERSONS ATTENDING DURING EXHIBITION, SALE OR REMOVAL OF GOODS ASSUME ALL RISKS OF DAMAGE OF OR LOSS TO PERSON AND PROPERTY AND SPECIFICALLY RELEASE THE AUCTIONEER AND SELLER FROM LIABILITY THEREFORE. NEITHER THE AUCTIONEER NOR HIS PRINCIPAL SHALL BE LIABLE BY REASON OF ANY DEFECT IN OR CONDITION OF THE PREMISES ON WHICH THE SALE IS HELD.

15. ADDITION TO OR WITHDRAWAL FROM SALE: THE AUCTIONEER RESERVES THE RIGHT TO WITHDRAW FROM SALE ANY OF THE PROPERTY LISTED OR TO SELL AT THIS SALE PROPERTY NOT LISTED, AND ALSO RESERVES THE RIGHT TO GROUP ONE OR MORE LOTS INTO ONE OR MORE SELLING LOTS OR TO SUBDIVIDE INTO TWO OR MORE SELLING LOTS. WHENEVER THE BEST INTEREST OF THE SELLER WILL BE SERVED, THE AUCTIONEER RESERVES THE RIGHT TO SELL ALL THE PROPERTY LISTED, IN BULK.

16. SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE: WHEN ITEMS ARE SOLD BY ESTIMATED WEIGHT, COUNT OR MEASURE, THE PURCHASER WILL BE BILLED FOR AND REQUIRED TO PAY FOR THE ESTIMATED WEIGHT, COUNT OR MEASURE. IF, UPON DELIVERY, ANY SHORTAGE EXISTS, THE PURCHASER WILL RECEIVE A REFUND AT THE RATE OF PURCHASE. IF THERE BE AN EXCESS, THE PURCHASER WILL BE REQUIRED TO TAKE AND PAY FOR SUCH EXCESS, AT THE RATE OF PURCHASE. (SEE PARAGRAPH 4 FOR TIME AND GUARANTEE LIMITATION.)

17. DISPUTE BETWEEN BIDDERS: IF ANY DISPUTE ARISES BETWEEN TWO OR MORE BIDDERS, THE AUCTIONEER MAY DECIDE THE SAME OR PUT THE LOT UP FOR SALE AGAIN AT ONCE AND RESELL TO THE HIGHEST BIDDER. THE AUCTIONEER'S DECISION SHALL BE FINAL AND ABSOLUTE.

18. RESERVE: THE AUCTIONEER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. ON LOTS UPON WHICH THERE IS A RESERVE, THE AUCTIONEER OR HIS ASSIGNED AGENTS, SHALL HAVE THE RIGHT TO BID ON BEHALF OF THE SELLER.

19. RECORDS: THE RECORD OF SALE KEPT BY THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.

20. INDEPENDENT CONTRACTOR: THE AUCTIONEER IS ACTING AS AN INDEPENDENT CONTRACTOR ONLY AND IS NOT RESPONSIBLE FOR THE ACTS OF ITS PRINCIPALS OR SELLERS.

21. ADDITIONAL TERMS AND CONDITIONS: THE AUCTIONEER MAY ADD OTHER TERMS AND CONDITIONS OF SALE, SUCH ADDITIONAL TERMS AND CONDITIONS TO BE ANNOUNCED PRIOR TO THE AUCTION AND ALSO POSTED WITH THE SPECIFIC AUCTION.