

TERMS AND CONDITIONS

The following, as amended by any posted notices and/or oral announcements during the auction sale, constitutes the entire terms and conditions on which property listed in the auction sale catalogue shall be offered for sale or sold by Maynards, and any consignor of such property for whom Maynards acts as agent. Maynards strongly recommends to all bidders to thoroughly inspect all items before the auction on which bidder intends to bid. Under these Terms and Conditions, the term "Bidder" and "Purchaser" shall be used interchangeable and be one of the same.

1. Bidder acknowledges that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present, heavy equipment may be in operation, and electric circuits may be live. Every person at the auction site before, during and after the auction sale, shall be deemed to be there at his/her own risk with notice of the condition of the premises, the activities on the premises, and conduct of third parties; and the bidder shall so advise his/her agents and employees. No person shall have any claim against Maynards, its consignors, agents, employees, directors or principals for any injuries sustained or for damages to or loss of personal property, which may occur from any cause whatsoever.
2. As used herein, the term "Bid Price" means the price at which a lot is knocked down to the Purchaser, and the term "Purchase Price" means the aggregate of (a) the Bid Price, (b) the Buyer's Premium and other surcharges, if any, and (c) unless Purchaser is exempt by law from the payment thereof, any Federal, Provincial, State or local sales taxes (or compensating use tax of another State), and any other applicable taxes. Unless exemption from such taxes is established to the satisfaction of Maynards, any Purchaser claiming an exemption will be required to pay the tax to Maynards and seek a refund directly from the taxing authorities.
3. A sale to the highest Bidder shall be complete upon the auctioneer's call, with the highest Bidder purchasing the offered lot, in accordance with all the conditions set forth herein, including Purchaser (a) assuming full risk of loss and responsibility thereof, see Point 8 below, (b) immediately making a deposit of not less than twenty-five percent (25%) of the Purchase Price, and (c) paying to Maynards the balance of the Purchase Price in full within forty-eight (48) hours after the auction sale for all lots purchased. No lot may be removed until the Purchase Price is paid in full for all lots purchased. To prevent misdelivery and inconvenience in settlement of a purchase, no lot may be transferred prior to removal by the Purchaser.
4. If the conditions herein or any other applicable condition(s) are not complied with, in addition to other remedies available by law to Maynards and/or its consignors, including but without limitation, the right to hold the Purchaser liable for the Purchase Price, Maynards may, at its option, either (a) cancel the sale in part or in full, retaining as liquidated damages all payments made by Purchaser or (b) resell the property, either publicly or privately, after three (3) days notice to the Purchaser and for the account and risk of the Purchaser, and in such event the Purchaser shall be liable to Maynards for any deficiency if the resale is less than the Purchase Price, plus all costs, including warehousing, the pro-rata share of expenses of both sales including reasonable attorneys fees, Maynards' commission, plus all other charges due hereunder and incidental damages suffered by Maynards or its consignor.
5. Only cash, wire transfer, bank draft or certified check will be accepted as payment of the Purchase Price. Personal or company checks may be accepted by Maynards, at its sole option, on the condition that they must be accompanied by a letter from the Purchaser's bank unconditionally guaranteeing payment of the Purchase Price in full of items purchased.
6. Maynards reserves the right to withdraw any property at any time before actual sale. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalogue. Lots may be combined or divided at the auctioneer's choice.
7. Maynards reserves the right to reject a bid from any Bidder. The highest Bidder as acknowledged by the auctioneer shall be the Purchaser. In the event of any dispute between bidders, or in the event of doubt on the part of Maynards as to the validity of any bid, the auctioneer shall have the sole discretion either to determine the successful bidder or to re-offer and resell the lot in dispute. If any dispute arises after the sale, Maynards' sales record shall be conclusive in all respects.
8. Purchase of any lot is at the Purchaser's risk with risk of loss immediately passing to Purchaser upon the auctioneer's call. Neither Maynards, nor its consignors, have any liability of any nature whatsoever to Purchaser if the lot is not delivered to Purchaser due to fire, theft, damage, or any other cause.
9. All lots purchased shall be removed in their entirety from the site at Purchaser's sole cost and responsibility and by the date as specified in the auction catalogue or as posted or announced at the sale. No items may be removed before termination of the sale. Removal shall be at the sole risk and liability of the Purchaser or Purchaser's agent, and only after Purchaser has provided Maynards satisfactory proof of insurance by Certificate of Insurance or otherwise. Purchaser shall fully indemnify Maynards and its consignors for any loss arising from damage to any person or property caused to any extent by Purchaser's removal of the lots purchased.
10. Purchaser is solely responsible to secure all safety equipment as may be necessary and prudent to meet all government safety standards in using, operating or removing lots purchased.
11. If Maynards or its consignor is unable to deliver any lot or any necessary documentation required in respect of any lot, their sole and exclusive liability shall be the return of any monies paid on such lot.
12. Absolutely no warranty or representation, written or oral, is given with any lot. All statements contained in Maynards' catalogue, website, marketing material or by the auctioneers, or in any bill of sale, invoice or elsewhere as to description, size, quantity, quality, capacity, model, serial number, measurements or condition, are approximated statements and shall not be deemed to be representations or warranties, oral or written, with respect to any lot. No sale is invalid or made void by reason of any flaw in a lot or by reason of a lot being incorrectly described, and Maynards will not be liable and no compensation will be paid for any such fault or error of description.
13. All property is sold "AS IS, WHERE IS". Neither Maynards nor the consignor makes any representation or warranty, oral or written expressed or implied, as to the merchantability, fitness for a particular purpose, condition of the property, correctness of the description, condition, capacity, age or any other details used to describe the property. Absolutely NO RETURN of sold goods, NO REFUNDS, and NO EXCHANGES will be permitted.