

United Country-Four Oaks Realty & Auction LLC Terms & Conditions

1. **GENERAL:** Items are offered for sale by United Country-Four Oaks Realty & Auction LLC. However, a third-party web site provider, an online auction services contractor, is utilized. Those submitting bids are identified herein as "bidder(s)" or "buyer(s)". Please read auction details in full as this is a binding legal contract.

2. ELIGIBILITY:

A: A buyer must be a minimum of 18 years old and legally able to form binding contracts as a buyer in an auction.

B: A bidder must have an active email address to receive bills and receipts.

C: Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, United Country-Four Oaks Realty & Auction LLC will reject the registration, and bidding activity will be terminated. The Seller and, United Country-Four Oaks Realty & Auction LLC, reserve the right to preclude any person from bidding.

3. **INSPECTION & PREVIEW:** It is the sole responsibility of the buyer to determine the condition of the property that is up for auction. Prospective bidders are encouraged to inspect the property prior to bidding and to place bids based solely on their personal inspection and evaluation. : A preview will be held on Tuesday December 15th from 1:30pm to 5:00pm at 205 Woodland St NW Hartselle, AL 35640.

4. **WARRANTY:** All items are sold, "AS IS WHERE IS WITH ALL FAULTS AND DEFECTS". No refunds or exchanges! We disclaim all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the items being sold. Descriptions of items appearing in this online auction are believed to be correct. However, neither those descriptions, nor any oral statements made concerning any item, shall be considered as a warranty, expressed or implied.

UNITED COUNTRY-FOUR OAKS REALTY & AUCTION LLC OFFERS NO GUARANTEES OR WARRANTIES. DETERMINATION OF CONDITON, FUNCTION, AND PERCEIVED OR ASSUMED VALUE IS THE SOLE RESPONSIBILITY OF THE BUYER.

5. **BIDDING:** This auction is a timed event and all bidding will close at specified time. This auction has an auto extend feature. When a bid is placed in the final minute of bidding, the auction bidding will be automatically extended one minute from the time the bid was placed. The auto extend feature remains active until no further bids are received. The closing is a staggered closing. The first lot will close at 7:00pm with the next lot closing 15 seconds later. This will continue until all lots have closed. The extended bidding will not affect the closing of the lots after it unless they are linked together. There will be a notice in the auction of linked lots. (Linked lots are typically dining room suites, bedroom suites ect.)

6. **OWNERSHIP:** At the end of the auction, the highest bidder has entered into a binding contract. The buyer is obligated to pay the price bid, plus the stated buyer's premium of 13%. The winning bid cannot be retracted, all sales are final.

7. **PAYMENTS:** Payment must be received before you pick up your winning item/items. Please print your invoice and bring it with you, along with proper ID for pick up. You must have your invoice and ID so that we can confirm payment before checking you out. This is for the security and protection of everyone's purchases. All sales are final and are subject to the buyer's premium.

8. PICK-UP: All items must be picked up on Friday December 18th 1:00pm - 4:30pm at 205 Woodland St NW Hartselle, AL 35640. Unless other arrangements are made prior to bidding. Please bring help to load your purchases. Please bring boxes & packing material for your small purchases. You don't want them to break on the way home. Bring blankets and tie downs for your large items.

9. INDEMNIFICATION: Buyers agree to indemnify and hold harmless United Country-Four Oaks Realty & Auction LLC for any and all damages, claims, or liability of any nature or kind in the sale of, or the buyer's use of, the property. The buyer, its predecessors, successors and assigns hereby release, relinquish and discharge United Country-Four Oaks Realty & Auction LLC, its former, present and future agents, employees, officers, officials and legal representatives from any liability arising out of the sale and/or concurrent negligence of United Country-Four Oaks Realty & Auction LLC for any injury, including death or damage to persons or property, where such damage is sustained in connection with, or arising out of, the sale auction items.

10. LIABILITY: Items are offered for sale using the services and web site of the online auction services contractor. Under no circumstances will the United Country-Four Oaks Realty & Auction LLC be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages or losses based on, or caused by, any use of the auction web site, or any other web site to which the site is linked, the content of such web sites, or any viruses or other harmful components derived from any such web sites, including, without limitation, any lost profits, revenue, or use, business interruption, or loss of computer programs or information. United Country-Four Oaks Realty & Auction LLC strives to make the online auction system as accurate as possible. However, errors and equipment malfunctions are possible and may occur without notice. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, reserves the right to extend bidding, continue the bidding, close the bidding or cancel the auction, even if an award notification e-mail has been received. United Country-Four Oaks Realty & Auction LLC cannot and will not guarantee uninterrupted access to the auction system.

11. LINKS: Links to other web sites or internet locations from this web site have been provided for convenience only. We do not endorse, sponsor, or approve any of the content of such web sites or locations. Access to any other web site or internet locations through this web site is at your own risk.

12. REPRODUCTION OF AUCTION MATERIALS AND RESALE OF ITEMS LISTED: Bidders or website users may reproduce or copy images, photographs, or descriptions of property listed on the auction site for personal use only. Bidders and website users may not reproduce, display, or broadcast online auction materials by any means, or by using any media, without the express written permission of the United Country-Four Oaks Realty & Auction LLC. United Country-Four Oaks Realty & Auction LLC reserves the right to disallow participation in the online auction by any website user or bidders at any time for violating applicable laws, ordinances, terms and conditions listed here, or for activity deemed unacceptable by United Country Four Oaks Realty & Auction. Before paying for and taking possession of the items listed for sale by United Country Four Oaks Realty & Auction, successful bidders and website users shall not post or list the same items for sale by any other means. Please be advised that our auction staff reports suspected fraud or criminal activity to the proper authorities.

13. PRIVACY: United Country-Four Oaks Realty & Auction LLC gathers information from bidders for the sole purpose of knowing who has won an auction item. Personal information is not sold or rented. Personal information is used for the purpose of conducting online auctions and not used for any other purpose. Emails will be added to our email list as a default "opt-in". You may unsubscribe from the email list at any time using the email software.

14. In all auction transactions United Country Four Oaks Realty & Auction is a Single Agent of the Seller. We represent the seller and the seller only.

15. United Country Four Oaks Realty & Auction reserves the right to reject any and all bids for any reason prior to the close of bidding. United Country Four Oaks Realty & Auction, Inc. reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding.

16. Auction company employees and/or Auction Company may bid on this auction.

17. APPLICABLE LAW: Although this site may be accessed from any state, bidders who participate in this auction agree that the laws of the State of Alabama shall govern all matters relating to the use of this auction and purchase of items listed by United Country-Four Oaks Realty & Auction LLC on this site.

18. By accepting these terms, Buyer agrees to binding arbitration in Morgan County, AL, as selected by United Country-Four Oaks Realty & Auction LLC, for any legal actions against United Country-Four Oaks Realty & Auction LLC.

If you have any questions, comments or concerns send emails to AlabamaAuctionServices@gmail.com. We can also be reached at the business office by calling [256-502-9905](tel:256-502-9905). If there is no answer, please leave a brief message and number, we will return your call by the next business day.

ALL ITEMS MUST BE PICKED UP. NO SHIPPING AVAILABLE