

By participating in this Auction the bidder agrees to the following terms and conditions:

**Disclaimer:**

All lots sell "as is", "where is", with all faults. King Auction Company and the seller do not give or make any type of guarantee or warranty regarding the lots to be sold, implied or otherwise. King Auction Company encourages all bidders to inspect lots in person before bidding. King Auction Company is not responsible for incorrect listing information, if any. King Auction Company has attempted to provide accurate descriptions of all items, however, it is the bidder's responsibility to determine the condition and suitability of each lot. Printed statements or descriptions by King Auction Company staff are provided in good faith and are matters of opinion.

**2. RESERVES:**

This auction is subject to court approval

**3. NO BUYBACKS:**

All sellers are contractually prohibited from bidding on lots they have consigned to the auction.

**4. NO RETURNS:**

All sales are final. There are no returns, refunds, or adjustments.

**5. BUYER'S PREMIUM:**

There will be a 10% buyer's premium on this auction.

**6. SALES TAX:**

King Auction Company will NOT collect sales tax on items in this auction.

**7. PAYMENT:**

Payment in full is due at the conclusion of the auction. Payment may be made at 420 W. Jefferson, Suite C, Jonesboro, AR 72401. All bidders must pay for their purchases no later than 4:00 PM CST on Tuesday, October 23, 2018.

King Auction Company accepts the following forms of payment:

- \* Cash
- \* Certified Checks
- \* Cashier's Checks
- \* Wire Transfers (Please note: a \$15.00 service fee will apply to all payments below \$5,000 made via wire transfer. For wire transfer instructions, please email: kingrealestatear@gmail.com)
- \* Credit Cards (Mastercard, Visa, American Express, Discover)

Merchandise becomes the full responsibility of the bidder at time of payment and the bidder assumes all risk of loss and damage to property at that time. King Auction Company reserves the right to resell any property not paid for in full by the conclusion of the stated pickup period. In any such event, the bidder will still be responsible for payment for the original purchase and the costs of collection of this payment and/or damages resulting from the resale of the property.

**8. INSPECTION:**

Vehicles in this auction can be previewed at Ray's Garage & 24 Hour Towing, 860 Bethesda Road, Batesville, AR 72501. Monday thru Friday between 7:30 am -4:30 pm. Keys and Titles will be provided if available.

**9. PICKUP:**

Vehicles are to be picked up on October 25, 2018 between 10:00 am – 12:00 pm cst at 860 Bethesda Road, Batesville, AR 72501. Once King Auction Company has received and acknowledged good funds and paid in full.

Any items not removed by this time will be considered abandoned property. King Auction Company reserves the right to resell the items and retain all sales proceeds as payment for accumulated, unpaid storage and handling.

10. SHIPPING:

Shipping for this auction will not be provided by King Auction Company.

11. AUCTION ENDING:

Beginning at the stated closing time, the auction software will conclude bidding for five lots each minute in catalog order with the following exception: if a bid is placed in the last One (1) minute remaining for that auction lot, bidding for that lot will remain open for an additional one (1) minute.

12. OUTBID NOTIFICATION:

Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid. After that, bidders may find out if they have been outbid by clicking the "Review Bids" button at the bottom of each page. Items the bidder is no longer winning will be marked with a red indicator.

13. DEBT COLLECTION AND INTEREST CHARGES:

The bidder agrees to pay all reasonable attorney fees and other costs incurred by King Auction Company and in its efforts to collect unpaid funds from the bidder. The bidder agrees that a fee of 2% of the outstanding balance per month be added to any unpaid balance due King Auction Company. Any debt collection or dispute proceedings will be heard in Craighead County, Arkansas.

14. GUARANTY AGREEMENT:

By submitting a bid in the name of a business entity or corporation, the individual submitting the bid enters into a guaranty agreement whereby he or she personally guarantees payment to King Auction Company of any bid amount not paid when due by the business entity or corporation, for any reason, together with all collection expenses incurred to enforce collection, including a reasonable attorney's fee.

15. LIMITATION OF LIABILITY:

If, for any reason, King Auction Company is unable to make available or deliver any Purchase, or portion thereof, or documentation required in respect of any Purchase, the sole liability of King Auction Company, if any, shall be the return of monies paid in respect of such Purchase upon its return by Purchaser.

16. AGE REQUIREMENT:

All bidders must be 18 years of age or older.

17. BIDDER INFORMATION AND SECURITY:

All registration information the bidder provides to King Auction Company shall be current, complete, and accurate. All bidders are responsible for any bids placed under their bidding numbers and passwords. The security of bidder information is the responsibility of the bidder. Bidders must notify King Auction Company if they believe that their number and password have been compromised.