

Online Auction Terms and Conditions

Site User Agreement Posted 2-18-16

By participating/bidding in this online auction the bidder/buyer agrees to the following terms and conditions:

Registration

All bidders must be 18 years of age or older. All information provided by bidder during the registration process must be current, complete and accurate. Any registered bidder is responsible for any bids placed under their bidding number and password. The security of bidder information is the responsibility of the bidder. Bidders must notify Floyds Prime Equipment, Inc. if they believe that their bidder number and password have been compromised.

Floyds Prime Equipment, Inc. dba The Prime Auction Group at its sole discretion may deny registration to any person or entity.

Disclaimer

All lots sell as is, where is, with all faults. Floyds Prime Equipment, Inc. and the sellers do not give or make any type of guarantee or warranty regarding the lots to be sold, implied or otherwise. Prime Equipment encourages all bidders to inspect lots in person before bidding. Prime Equipment is not responsible for incorrect listing information, if any and 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 Prime Equipment staff are provided in good faith and are matters of opinion.

Inspection of Lots

Items located in our warehouse are available for inspection at 601 S. McAllister St., Quitman, TX 75783 Monday - Friday, 9:00 AM - 5:00 PM CT. **Otherwise, see specific auction instructions before bidding.**

No Returns

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

Buyer's Premium

For payment by credit card or PayPal: A buyer's premium of fifteen percent (15%) of the high bid will be added to the high bid to determine the final selling price for the auction lot;

OR,

For payment by e-check (electronic check - Form provided with invoice) or cash: A buyer's premium of ten percent (10%) of the high bid will be added if payment is received within **24** hours of auction close otherwise a 15% BP applies.

****NOTE:** Any payment received after 24 hours of auction close will be charged the 15% BP rate regardless of the type of payment.

Sales Tax

Texas SALES TAX will be assessed on all Texas bidders in this auction or for items picked up at our warehouse. All items shipped outside of Texas will not be assessed the Texas Sales Tax. Dealers must provide a signed Resale Certificate ([click here](#)).

PAYMENT TERMS for Auction

After auction closes, all winning bidders will be notified by email with an invoice attached which is due **IMMEDIATELY AND MUST BE PAID WITHIN 24 HOURS OF AUCTION CLOSE**. Payment can be made thru PayPal (accepts AmEx), MasterCard, Visa, Discover, or E-check. Instructions will be given in the email that is sent with the Auction Invoice.

Pickup / Removal

Please Note: Merchandise becomes the full responsibility of the buyer at time Auction closes and the buyer assumes all risk of loss and damage to property at that time.

Floyds Prime Equipment, Inc. 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 Buyer 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.

****No items can be picked up until payment is made in full (check clears bank). No exceptions!**

****Buyers are responsible for rigging, loading, and moving all items purchased.**

****All items must be removed from the auction warehouse by 5:00 PM CT five business days after the auction unless other specific instructions are given when bidding. (We are closed on weekends!)**

****If items are not removed by five business days after auction, Floyds Prime Equipment, Inc. reserves the right to resell the items and retain all sales proceeds as payment for accumulated, unpaid storage and handling.**

PLEASE NOTE: If you will be using a third party to pick up your equipment, the **THIRD PARTY RELEASE FORM** must be signed and provided to Prime Equipment in order for us to release equipment.

THIRD PARTY RELEASE FORM

Shipping

All shipping is the responsibility of the buyer and buyer must arrange for their own freight.

Please Note: Packaging Services are available for a fee. Call 903-763-5060 ext. 2 for a quote.

Please refer to posted spec sheets for shipping weights. If you do not have your own carrier, the following company can bid for your freight: www.FreightQuote.com, 816-949-6522, Jeff

Debt Collection and Interest Charges

The buyer agrees to pay all reasonable attorney fees and other costs incurred by Floyds Prime Equipment, Inc. in its efforts to collect unpaid funds from the buyer. The buyer agrees that a fee of 2% of the outstanding balance per month be added to any unpaid balance due Floyds Prime Equipment, Inc. Any debt collection or dispute proceedings will be heard in Wood County, Texas.

Limitation of Liability

If, for any reason, Floyds Prime Equipment, Inc. is unable to make available or deliver any Purchase, or portion thereof, or documentation required in respect of any Purchase, the sole liability of Floyds Prime

Equipment, Inc., if any, shall be the return of monies paid in respect of such Purchase upon its return by Purchaser.

Indemnity

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Floyds Prime Equipment, Inc. and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents' or representatives' use of the Site, including but not limited to personal injuries or property damage incurred on the sale premise or during removal and transport of any auction items or lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

Privacy

Floyds Prime Equipment, Inc. does not sell or rent any information that it gathers for the purposes of conducting online auctions. Floyds Prime Equipment, Inc. dba The Prime Auction Group uses electronic mail mailing lists to notify its customers about online and live auctions. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply click on the "Unsubscribe" button provided in the email.

Interruption of Service

Floyds Prime Equipment, Inc. dba The Prime Auction Group cannot, and will not, be held responsible for any interruption in service, errors and/or omissions caused by any means and does not guarantee continual, uninterrupted or error free service or use of the online auction site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Floyds Prime Equipment, Inc., in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any items or lots that were affected by any malfunction. The decision of Floyds Prime Equipment, Inc. is final.

Termination of Agreement

This Site User Agreement constitutes a binding agreement between the bidder and Floyds Prime Equipment, Inc. until terminated by Floyds Prime Equipment, Inc. Floyds Prime Equipment, Inc. in its sole discretion may terminate this agreement at any time, without notice or penalty and restrict bidder's access to the auction site.

User Agreement construed under Texas Law

This Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts entered into and to be performed entirely within the State of Texas. Any dispute hearings should be heard in Wood County, Texas. If any provision of the Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Failure to act with respect to a breach does not waive the right to act with respect to subsequent or similar breaches.

