

## Welcome to Cagle Auction Company Inc. AU-3849 - AB-3191

This Auction will hold in-house bidding with Phone-Absentee & Online bidding.

### Terms are as follows

All items are subject to state and local sale tax, unless a tax exempt is on file for Likewise merchandise, No exceptions. If you do not have the paperwork all items will be subject to sales tax period.

Buyers Premium as Follows for In-house Bidders/Phone & Absentee bids.

Cash - 10% (In-house Only)

Credit Card - 15%

Check - 13%

Online - 20%

Phone Bids - 18%

Absentee Bids - No charge

Online Buyers premium will be 20% + credit card fees and All registered online bidders will pay online through Live Auctioneers payment systems No exceptions.

-Buyer's Premium is Taxable by definition of the State of Georgia.

-All items are AS IS and all sales are Final, No Refunds or Credits given.

-When you Bid on a item you enter into a contract to purchase item or items and is a legal binding bid. Except as set out herein, there shall be no warranties or guarantees expressed or implied, statutory or otherwise of any nature.

-The auctioneer reserves the right to withdraw any lot at any time prior to the time of sale of such lot.

-No bidder shall retract their bid. In the event of a dispute between two or more bidders, the auctioneer, at his sole discretion may put the lot up for resale to the highest bidder.

-The highest bidder shall be the purchaser upon the completion of bid verification.

-The auctioneer reserves the right not to accept any bid which is only a partial advance over the preceding bid or deemed inappropriate.

-Cagle Auction Company assumes no responsibility for any liability once a bid is accepted. It is recommended that purchasers arrange insurance for their purchases in advance, and pick up or delivery. Note WE will NOT be holding items. You will need to make arraignments to pick items up after the auction.

-Attendance at the auction, preview, or removal by bidders and guests is done at their sole risk. Cagle Auction Co. assumes no risk or liability, statutory, common law or otherwise whatsoever for the safety of those attending at the auction premises.

-Gallery Bidders in-house must pay day of sale. Absentee and/or Telephone Bidders must pay within 48 hours upon receipt of notification. Any other forms of payment must be confirmed in advance

-Any lots not removed within the prescribed time shall be subject to storage, moving, disposal and service charges at the sole risk and expense of the purchaser. All such lots shall be deemed as abandoned and shall be subject to resale for the recovery of such charges. The purchaser shall also be liable for any rent or damages sustained by the auctioneer for failure to remove any lot.

-It is the sole responsibility of the purchaser to remove their items within the prescribed time.

-If for any reason, Cagle Auction Company Inc. is unable to deliver any or all of an awarded lot or title thereof, the sole liability of Cagle Auction Co. shall be the refund of any monies paid on the lot.

All records of the auction are Final, any disputes go back to the record of auction & are final by the clerks records.