

★ ★ PUBLIC AUCTION ★ ★

MID-WINTER VEHICLE & GENERAL MERCHANDISE

Saturday, January 26, 2019 at 9:00 AM
Sale to be held at: 45 Exeter Road, Epping, NH

17% BUYER'S PREMIUM ADDED TO ALL PURCHASES

AUCTION SCHEDULE

PREVIEW: Friday, January 25 from 12:00 PM - 4:00 PM, day of sale from 7:30 AM, and by appointment with Auctioneer.

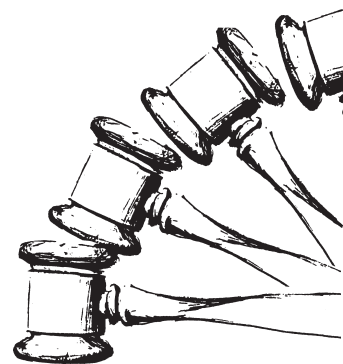
DATE OF AUCTION: Saturday, January 26, 2019.

7:30 AM Bidder registration and inspection of all items begins.

8:45 AM Announcements, terms & conditions.

9:00 AM Auction begins.

REMOVAL: Day of sale before 1:00 PM or by appointment with Auctioneer.



ALL ITEMS SOLD "AS IS, WHERE IS"

— TERMS & CONDITIONS —

All bids solicited by James R. St. Jean Auctioneers for a Public Auction to be conducted on January 26, 2019 commencing at 9:00 AM, shall be governed by the following terms and conditions:

1. No lots will be divided or transferred from one Bidder to another. The acceptance by the Auctioneer of the bid constitutes a final sale.
2. All bidding is by number only. All persons must register with our office to obtain a bidder's number. **No one under the age of 18 may participate in the auction.**
3. **MAY BE OFFERED INDIVIDUALLY AND/OR IN THE ENTIRETY.** All goods will be on exhibition and can be inspected and examined in accordance with the exhibition schedule established by the Auctioneer. The goods will be sold "**as is**" and "**where is**" without recourse to Owner or Auctioneer. Absolutely no claims will be allowed after the removal of the goods. Upon acceptance of the Bidder's offer, all risk of loss or damage shall pass to and be borne by the Bidder.
4. Every Lot will be sold "**as is**" and "**where is**" as per the number attached thereto.
5. All goods in Lots or Pieces will be sold to the highest Bidder as determined by the Auctioneer. Payment must be in the form of cash, local check, out of state check accompanied by Bank Letter of Credit, MasterCard/Visa, or other tender acceptable to the Auctioneer in his sole discretion. **ALL CHECKS ARE TO BE MADE PAYABLE TO: JAMES R. ST. JEAN AUCTIONEERS.**
6. The records kept by the Auctioneer of the sale, together with the marked catalog of the Auctioneer, shall in all cases be accepted by the Bidders as final when any question arises as to the high Bidder or the price for which Lots have been sold.



James R. St. Jean
AUCTIONEERS & LIQUIDATORS
603-734-4348 ■ www.jsjauctions.com

NH Lic.
#2279



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7. All information and descriptions contained in advertising this sale are believed correct and no responsibility is assumed by the Auctioneer or Owner for the same.
 8. Each Lot purchased shall be paid for and shall be removed from the premises by the Bidder at his expense and risk on the day of sale before 1:00 PM or by appointment with auctioneer. In the event that the Bidder fails to remove any such Lot or part thereof within such period, the Auctioneer or his designees shall have the right (but shall be under no obligation to do so) either in the name of the Auctioneer or Owner, or of the Bidder, to remove, store, abandon, discard, sell or otherwise dispose of each or any part of the Lot bid on and purchased, at the expense and risk of the Bidder, whether such Lot has been paid for in whole or in part, all without waiving other rights that the Auctioneer or Owner may have against the Bidder. The purchaser shall be and continue to remain liable for all loss, expense, and other damage directly or indirectly sustained by the Auctioneer or Owner, by reason of the failure of the Bidder to comply with the foregoing conditions.
 9. Deposits (if any) of unsuccessful Bidders shall be returned to Bidders by the Auctioneer as soon as practicable after the sale.
 10. The highest Bidder for each Lot shall be the buyer, and any dispute arising as to any bidding shall be settled by the Auctioneer in his sole discretion.
 11. THE EQUIPMENT WILL BE SOLD "AS IS - WHERE IS AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THOSE RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE".
 12. Payment of the balance of the purchase price must be made by 1:00 PM on the day of the sale. Payment must be in the form of cash, local check, out of state check accompanied by Bank Letter of Credit, MasterCard/Visa, or other tender acceptable to the Auctioneer in his sole discretion.
 13. Any item remaining after 1:00 PM on Saturday, January 26, 2019, shall be deemed abandoned by the Bidder and Auctioneer and/or Owner shall be authorized to proceed in accordance with paragraph eight (8) hereof.
 14. All sales are final upon acceptance of the Bid form as indicated by the signature of the Auctioneer. No Bidder should participate in the sale unless the Bidder is prepared to purchase the Lot he bids upon. **A 17% BUYER'S PREMIUM MUST BE PAID TO THE AUCTIONEER ON ALL ITEMS PRIOR TO REMOVAL.**
 15. All terms and conditions stated herein are for the benefit of the Auctioneer and/or Owner, and no benefit is intended to be conferred upon third parties. Any dispute over the interpretation of the terms of the auction shall be settled by the decision of the Auctioneer.
 16. It is agreed that time is of the essence as to this offer and performance thereof, if accepted.
 17. The goods shall be conveyed by quitclaim bill of sale, and acceptance thereof by the Bidder shall be deemed full performance and discharge of every obligation and agreement of Owner and Auctioneer.
 18. Each Bidder acknowledges and warrants that such Bidder has not been influenced to enter into this transaction nor has the Bidder relied upon any warranties or representations including prior written proof not set forth in these terms and conditions.
 19. If two or more persons are named as Bidder, their obligations shall be joint and several.
 20. Bidder acknowledges that a returned check fee of \$30.00 shall be due and payable to Auctioneer prior to delivery of the goods if any checks are returned due to insufficient funds.
 21. The goods are transferred subject to all applicable laws, rules, and regulations.
 22. Owner has not offered to provide financing for this transaction, and Bidder acknowledges that performance, if accepted by Owner, is not contingent upon receipt of financing from any source.
 23. The auction sale, this offer and Bidder's performance thereof if accepted by Owner, is to be construed and governed by the laws of the State of New Hampshire and is to be performed therein. If any dispute arises between the parties concerning any matter arising out of the auction sale, Bidder's offer or performance thereof, the parties agree that New Hampshire will be the forum in which such dispute shall be resolved or litigated. Each party irrevocably consents to the exclusive jurisdiction and venue of the Rockingham County Superior Court or United States District Court for New Hampshire.
 24. Bidder may not assign his rights hereunder.
 25. These terms set forth the entire agreement between the parties and supersedes all previous written and oral communications between them, is binding upon and inures to the benefit of them and their respective heirs, successors and assigns, and may be canceled or amended only by a written instrument executed by Owner and Bidder.

DISCLAIMER: James R. St. Jean Auctioneers has attempted to provide accurate information and descriptions of the chattel to be sold. However, James R. St. Jean Auctioneers does not represent, warrant or insure the accuracy of the information. Bidders must rely on their own independent evaluation and all bids submitted shall be based solely upon such evaluation. All property is sold, delivered, and accepted by Grantee, **As Is, Where Is**, in its present condition, without warranties, whatsoever, whether expressed or implied.
