

Hess Auctioneers, LLC

1451 River Road ~ PO Box 10
Marietta, Pennsylvania 17547
Phone 717-426-2493 ~ 866-511-2493
Fax 717-427-1665
PA Auction Company # AY 002025
Email ~ info@hessauctioneers.com



Office Use Only:

Bidder # _____
Tax Exempt? Y N
(If Y, Form on File?___)

Pre-Registered Bidder Form

This form must be completed in its entirety and must be received by Hess Auctioneers, LLC. no later than 1 day prior to the auction. Forms may be submitted in person, or via fax or email.

Auction Date (Please check one or both): 3/24/10 _____ 5/1/10 _____

Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone No.: _____ Office Phone No.: _____

Fax No.: _____

Driver's License Number: _____

Driver's License State: _____

Email Address (please print clearly): _____ @ _____ . _____

Have you ever attended a Hess Auctioneers Auction in the past? Yes No

Are you exempt from PA Sales Tax? Yes No (If yes, we will send you an exemption form, or you can download it from our website.)

I signify that all the above information is correct to the best of my knowledge. I also understand that there is a buyer's premium (\$1-\$2000 purchase: 5%, >\$2000: 1%) with each purchase. I agree to all terms and conditions listed on page two of this form.

Signed: _____ Date: _____

Thank you for Pre-Registering for our next auction! Please fax (717-427-1665) or email (info@hessauctioneers.com) this form to us. We will email you confirmation of pre-registration, and instructions for picking up your bidder number on auction day.



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CONDITIONS OF SALE

These are the Conditions of this public sale. Auctioneer is Hess Auctioneers LLC, agent for Seller. Acceptance of a bidder number constitutes acceptance of these Conditions. Sale is by public auction, which may be recorded. High bidders shall deliver signed documents per item 2. Bidders violating any of these Conditions may forfeit auction participation.

1. The Property. The property to be sold consists of goods as shown on the Catalog of even date as Purchaser's signature below. All sales are final. All property is sold AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING EXPRESS WARRANTIES AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. Auctioneer relies upon Seller to prepare descriptions of the property to be sold, and any error in such descriptions is not due to any action or omission of Auctioneer. Bidders shall inspect the property prior to bidding, with no reliance whatsoever on any written description prepared by Seller or Auctioneer as to year, make, model, or condition of any property.

Purchaser warrants and represents that such inspection by Purchaser has addressed any and all Purchaser concerns about the condition of the Property.

2. Bidding. The high bidder will be the Purchaser when Auctioneer announces that the property is sold. The high bidder shall immediately sign these Conditions of Sale and Purchaser's Agreement and pay the purchase price in full. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller and Auctioneer reserve the right to reject bids, and to withdraw from sale any items on the Catalog.

3. Payment. The full amount of purchase money and applicable sales tax shall be immediately (unless another time is agreed upon by Seller and Purchaser) paid in cash or via cashier's check, bank check, certified check, money order, certain approved credit cards (subject to an additional 5% processing fee, and credit card payment will not be accepted in excess of the Credit Card Sale Maximum amount as reported on the day of the sale), or, provided Purchaser offers a bank letter of credit to fully support, then via personal or business check. No other means of payment will be accepted. State sales tax will be charged unless Purchaser has provided a PA Sales Tax exemption form.

4. Title. Purchaser hereby appoints Auctioneer as Purchaser's agent for the limited purpose of transferring and delivering title to Purchaser. Following payment the Seller shall convey to the Purchaser title to the property, free of all encumbrances not noted in these Conditions, within TEN business days. Payment by a letter of credit from a recognized bank or other financial institution may expedite conveyance of title.

5. Risk of Loss. Risk of loss for purchased property passes immediately to Purchaser upon Auctioneer's announcement that the property is sold. Any theft, loss or damage occurring after such announcement shall be Purchaser's sole responsibility. Purchaser warrants and represents that Purchaser has all necessary insurance for any purchased property. Purchaser shall remove all Purchaser's property from the auction site before the end of the day of the sale, unless otherwise agreed with Seller.

6. Default. If the Seller is unable to give title as required by these Conditions, the Purchaser's sole remedy shall be to (1) take such title as Seller can give, or (2) require Seller to return all payments. Upon such return all further obligations of both Seller and Purchaser under these Conditions shall terminate. The time for payment is of the essence. If the Purchaser does not comply with these Conditions, the Seller, in addition to all remedies provided by law, may resell the property at public or private sale, with or without notice to the present Purchaser, and retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale. Purchaser shall pay actual attorney's fees and court costs incurred by Auctioneer or Seller or both of them in enforcing this agreement.

7. Miscellaneous. These are all the conditions of sale, and may be changed only in writing signed by Seller. The parties agree that jurisdiction and venue for purposes of this agreement shall be Lancaster County, Pennsylvania. "Seller" and "Purchaser" include all who sign in those respective capacities.

If more than one person signs as Purchaser, they have joint and several responsibility hereunder.