NESS BROS.
REALTORS & AUCTIONEERS
Since 1961

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JSK Real Estate LLC - ONLINE PERSONAL PROPERTY AUCTION TERMS

BIDDING PROCEDURE BUYERS ARE TO FOLLOW WITH NO WAIVER

Thank you for participating in Ness Bros Online Auctions. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck and good bidding!

--- **BIDDERS PACKET:** All bidders who have registered for the online auction can view copies of the terms at www.nessbros.com on the specific property Auction Detail Page.

--- **ONLINE REGISTRATION:** Registration for this auction (online) finalizes each bidder's agreement to the terms and conditions of sale which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. In order to bid on the Personal Property, all bidders must be signed in through www.BidNessBros.com. There is no fee to register, but a valid credit card will be required to verify identity. By bidding you are representing to Ness Bros. Realtors & Auctioneers ("Ness Bros."), and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated, DO NOT BID or you will be bound by those terms and conditions.

--- **CONDUCT OF THE AUCTION:** The Seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, validity of the credit card, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final. THE SALE WILL BE CONTROLLED BY THE AUCTIONFLEX/BIDOPIA SOFTWARE. Ness Bros is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid. Seller reserves the right to cancel or withdraw any personal property item at any time and approve all final bids.

--- **BIDDING:** Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved by the way of verified identity and credit card information. The bidding will be open for minimum of 7 days. The auction ends at a predetermined time with an Overtime Period if necessary, which is defined as follows: if a bid is placed within ten (10) seconds of the close of bidding, then another one (1) minute period commences from the time of the last bid until no bids are placed within the next (1) minute. The last bid shall be made final. The Bidder is responsible for knowing which item he is bidding on. Auctioneer cannot honor “mistakes”.

--- **AGENCY DISCLOSURE & GENERAL OFFICE POLICIES:** Ness Bros. represents the Sellers only and does not inspect merchandise on bidder's behalf.

--- **DISCLAIMER & ABSENCE OF WARRANTIES:** All items are sold "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Personal Property, its condition, or the condition of any other components on the Personal Property, is made by the Seller or Ness Bros. The information contained online or in the Brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the personal property.

--- **TERMS:** A Buyer's Premium of 20% will be added to the high bid and included in the total purchase price.

- **PAYMENT DEADLINE:** Payment Deadline is 24 hours after auction ends.

- **ACCEPTED PAYMENT METHODS:** Credit Cards provided during the registration will be charged for Balances less than $2,000. **Anything over $ 2,000 must be a Wire Transfer plus the $15 wire fee to be included. Credit cards may be allowed at the discretion of the Auction Manager if prior approval has been requested for invoices over $3,000 with a 3% additional credit card fee.** All bids accepted on the Personal Property are final.

- **TAX EXEMPTIONS:** Not necessary for this auction

--- **EXECUTION OF WINNINNG BID:** Within 24 Hrs Immediately following the close of the auction, the Buyer will be contacted by the Auction Company via email to confirm contact information for items won at Auction.

--- **POSSESSION/REMOVAL:** All items sold as-is, where-is. Buyer is responsible for all labor, tools, equipment, disassembly, loading, and removal by the designated pickup deadline. Building demolition is scheduled following the last auctions pickup.

Building Located at 8001 W. Jefferson Blvd, Fort Wayne IN 46804

Auction # 1: Saturday, December 12th – Friday, December 18th from 9am – 5pm

Auction # 2: Saturday, December 19th – Wednesday, December 23 from 9am – 5pm

* Additional Pickup Dates between Holidays Mon. 28th – Wed. 30th (Auctions #1 & #2 Only)

Auction # 3: Saturday, January 2nd – Friday, January 8th from 9am – 5pm

--- **MANDATORY PICKUP APPOINTMENTS, SITE MAP & CHECK-IN PROCEDURES:**

- **ALL BUYERS MUST SCHEDULE A PICKUP APPOINTMENT.** Once your invoice has been processed, a Calendly scheduling link will be emailed to you. Buyers must select an available appointment time within their designated auction pickup dates.

- **MANDATORY CHECK-IN BEFORE ENTRY.** All buyers, contractors, movers, and anyone assisting with removal MUST check in with Ness Bros. auction personnel upon arrival AT THE BACK OF THE BUILDING. No one is permitted to enter the building or begin removing merchandise without authorization from the on-site auction crew.

- **SITE MAP PROVIDED.** A site map will be provided to assist buyers in locating their purchased items throughout the building. The map is intended as a general reference only.

- **BUYER RESPONSIBILITY.** Buyers are solely responsible for identifying, locating, securing, and removing their purchased items and ensuring that only items included in their purchased lots are removed from the property.

- **NO UNAUTHORIZED REMOVAL.** Merchandise may not be moved, dismantled, disconnected, or removed until the buyer or their authorized representative has completed check-in and received permission from auction personnel.

- **CONTRACTORS & ASSISTANTS.** Buyers are responsible for ensuring that all contractors, movers, and individuals assisting with removal follow these procedures and comply with all posted safety requirements and instructions from auction personnel.

--- **BUYER RESPONSIBILITY, REMOVAL & LIABILITY:** Buyers assume full responsibility for the safe removal of all purchased items, including all associated costs, risks of loss, property damage, and personal injury. Buyers are responsible for the actions of any contractors, movers, employees, equipment operators, or other individuals hired or authorized to assist with removal.

All removal activities must be conducted safely and in compliance with applicable laws, regulations, and site requirements. Buyers are responsible for any damage or injury caused by themselves or anyone acting on their behalf.

To the fullest extent permitted by law, buyers agree to indemnify, defend, and hold harmless Ness Bros. Real Estate & Auction Co., the property owner, and their respective employees, agents, and representatives from third-party claims, damages, losses, liabilities, and reasonable legal expenses arising from the buyer's removal activities or those of anyone acting on the buyer's behalf, except to the extent caused by the negligence or wrongful conduct of a protected party.

- **SPECIAL DEMOLITION SALE REMOVAL POLICY:** Due to the scheduled building demolition, bidders may leave unwanted items from their purchased lots on-site without incurring additional disposal or removal fees. However, all items left behind must not obstruct walkways, interfere with other bidders' removal efforts, or create unsafe conditions.

--- **MISSING / LOST:** The auction company and sellers are not liable for lost or stolen items purchased at the sale. However, a refund shall be given in the amount of the final bid price if the personal property item is cataloged as a single lot item. If the personal property is in a grouped lot with multiple items, the auctioneer will determine a commensurate amount based upon the missing item for refund.

--- **DEFAULT:** If the winning bidder refuses or fails to complete the transaction for ANY reason (including, but not limited to, remitting the total purchase amount, or arranging pickup of the item), Buyer shall relinquish ANY right to complete the transaction and shall have no rights or interest in the property. Any property forfeited by the buyer may be resold, and any cost of removal, deficiency or loss may be charged to the buyer for liquidated damages to Seller. PLEASE BE ADVISED: Various state statutes give Seller the right to pursue legal action against bidders who refuse to complete transactions. This may include (but is not limited to) suit to compel completion of the sale, and/or criminal charges of fraud or other intentional act.

--- **AUCTIONEER RESERVES**: Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

--- **DISPUTES:** If any dispute arises concerning any part of the online auction process, payment of items , quality, quantity of merchandise being sold or if an item has been paid for by an buyer and then the item is no longer available for buyer to obtain. The auctioneer has final say so on resolving said dispute and auctioneer may elect to refund to the buyer their total funds used to purchase said items as resolving the dispute. If the auctioneer elects to refund buyer their money, buyer herein agrees that this will terminate all said buyer's rights to any future claims against Ness Bros and the seller concerning this matter.

YOU ARE ENTERING INTO A BINDING CONTRACT. THERE ARE NO REFUNDS OR BID CANCELLATIONS. THE REGISTERED BIDDER IS PERSONALLY RESPONSIBLE, LEGALLY AND FINANCIALLY FOR ALL AUCTION ITEMS BID UPON WHETHER REPRESENTING ONE'S SELF OR ACTING AS AN AGENT. AN ONLINE BID ACCEPTED AT PUBLIC AUCTION IS A LEGAL AND BINDING CONTRACT TO PURCHASE. ANY BIDDER WHO FAILS TO CONSUMMATE A PURCHASE WILL BE BANNED FROM BIDDING AT ALL FUTURE SELLER AUCTION EVENTS AND MAY BE PURSUED FOR CIVIL AND/OR CRIMINAL VIOLATIONS.

STATEMENTS MADE BY THE AUCTIONEER WILL TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS