



FREIJE & FREIJE AUCTIONEERS
PO BOX 383, MONROVIA, IN 46157
OFFICE: (317) 539-2895 FAX: (317) 539-6877

TERMS OF SALE

PLEASE NOTE: All bidders and others attending this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Identification -- All bidders are required to give full name and address to receive a Bidder's Number. A Bidder's Number is required to bid.

Addition to or withdrawal from sale -- The Auctioneer reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all of the items listed in bulk.

Dispute between bidders -- If any dispute arises between two or more bidders, the auctioneer may decide the same or may immediately put the lot up for sale again and resell to the highest bidder. The decision of the auctioneer shall be final and absolute.

Sale by estimated count, measure or weight -- Where items are to be sold by estimated count, measure or weight, the buyer will be billed for and required to pay for the estimated count, measure or weight. If, when delivered, any shortage exists, the buyer will receive a refund at the rate of purchase. If there is excess, the buyer is required to take and pay for the excess at the rate of purchase.

Reserve -- The auctioneer reserves the right to reject any and all bids on small lots upon which there is a reserve.

Auctioneer and Auction Staff -- The auctioneer, auction staff and their family members have the right to bid on any item they wish to purchase.

Condition of items sold -- The auctioneer shall not be responsible for the correct description, authenticity, genuineness of or defect in any lot, and makes no warranty in connection therewith. The buyers are to rely on their own inspection, information and judgment. No allowance will be made or sale set aside because of any incorrectness, error in cataloguing, or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as is" and without recourse.

Time of payment -- All bills must be paid in full before leaving the premises or within one hour after the close of the auction on the day of the auction.

Bidder responsibility -- The bidder is responsible for knowing for which item he is bidding. If he is unsure, he should inquire or not bid. The winning bid at an auction constitutes a contract whereby the buyer is expected to pay for the items for which he has been evidenced to be the successful bidder. The auctioneer will not honor "mistakes".

Real estate -- If real estate is offered in this sale, the buyer shall tender a non-refundable deposit on auction day per the above terms. Real estate sales have no contingencies. These sales are not subject to financing, inspections, surveys, or appraisals. The balance is due in full within 30 days or at closing.

Manner of payment -- All bills must be paid to representatives of the auctioneer at the auction unless otherwise announced. The full purchase price on all lots sold to the same buyer must be paid within the time fixed and before removal of any of the items.

Compliance with terms of sale -- In default of payment of bills in full within the time specified, the auctioneer, in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise as liquidated damages. Lots not paid for and removed within the time specified herein may be resold at public or private sale without further notice and deficiency together with all expenses and charges of resale charged to the defaulting buyer.

Additional terms and conditions -- Any additional terms or conditions of sale, added by the auctioneer, shall be announced before auction. Buyers who are late arrivals are responsible for obtaining this information.

Removal -- Removal shall be at the expense, liability and risk of the buyer. Goods will be released only on presentation of paid bill. The auctioneer shall not be responsible for goods not removed within the time specified and shall have the option of removing and storing, at the expense and risk of the buyer, any goods not paid for and removed within the specified time.

Non-delivery responsibility -- The auctioneer shall not, in any event, be liable for non-delivery of any matter or thing, to any buyer of any lot, other than for the return to the buyer of the deposit or sum paid on said lot should the buyer be entitled to it.

Claims -- No claims will be allowed after goods are removed from premises.

Personal and property risk -- Persons attending during exhibit, auction or removal of goods assume all risks of damage or loss to person and property and specifically release the auctioneer from liability therefore. Neither the auctioneer nor his principal shall be liable due to any defect in or condition of the premises on which the auction is held.

Records -- The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.

Agency -- The auctioneer is acting as agent only and is not responsible for acts of its principals.

Seller _____

Auctioneer _____