



## TERMS AND CONDITIONS

Burley Auction Group will bid on your behalf subject to these terms. We will bid and attempt to purchase your items at the lowest price. We will bid up to, but not exceed your designated maximum bids amount. Buyer's premium and applicable sales tax will be added to your successful bid. By placing this bid you agree to be bound to all terms and conditions of the auction. Burley Auction Group executes absentee bids as a convenience for clients, and is not responsible for inadvertently failing to execute bids or for errors relating to execution of bids including computer related errors. In the event of identical absentee bids, the earliest received will take priority. However, telephone and live present bids will take priority over absentee bids in case of ties.

1. **ALL ITEMS IN THE SALE ARE BEING SOLD, "AS IS, WHERE IS" WITHOUT WARRANTIES OR GUARANTEES AND WITH ALL FAULTS.** Bidders should satisfy themselves as to the usefulness and value of each item. Any statement made by the auctioneer or seller regarding the items to be sold should be considered a guide and guide only. Any error in description does not relieve the buyer or his agent of their responsibilities. Any dispute among bidders will be settled by the auctioneer at his sole discretion, and his decision and remedy will be deemed final.
2. **PAYMENT: Full payment within 5 days of winning bid notification** by cash or company & personal checks, & approved credit cards. All check purchases over \$10,000 must be accompanied by a bank letter of guarantee written to Burley Auction Group. Burley Auction reserves to hold any check until it clears prior to releasing items purchased. All payment methods must be approved by Burley Auction Group prior to bidding. No purchases will be removed until paid for in full.
3. A 10% Buyer's Premium will be added to the purchase price of each item.
4. Applicable Sales tax will be charged unless the buyer has a dealer's resale certificate that is directly related to the industry that is being sold. Prospective buyer should present their resale information at the time of registration. By providing a sales tax resale number, you guarantee that sales tax should not be applied to your items in accordance with Texas state law. If sales tax is determined due by the state of Texas at a future date, you agree to be responsible for any & all sales taxes due to the state of Texas.
5. Shipping will be handled by the independent professional shipper of your choice. A list of local shippers will be provided to winning bidders or upon request. Burley Auction will facilitate the pick up by or delivery to the local shipper of your choice. Burley Auction Group is not responsible for independent shipper charges or performance. Shipping fees are the sole responsibility of the buyer.
6. Any deletions or additions to the sale will be announced by the auctioneer either before or during the sale.
7. **BUYER'S RESPONSIBILITIES: Buyer assumes full responsibility for all items purchased when the auctioneer declares it sold. Your bid is your contract. By bidding you agree to pay in full your winning bid amount (including buyer's premium & taxes). By bidding you agree to give Burley Auction group Inc. the right to charge your credit card (which you provided to secure your bids) for the total amount of your winning bids. If you prefer to pay by means other than credit card, please arrange with Burley Auction at the time you are notified of your winning Bid.** By bidding you hereby agree not reverse credit card charges for ANY reason.
8. Any item not removed within 30 days after notification of winning bid will be deemed abandoned, unless storage arrangements have been previously made. Any item deemed abandoned will be auctioned off at the expense of the owner to pay for appropriate storage fees. Purchaser accepts full responsibility for all costs incurred by Burley Auction Group for removal, storage, and/or disposal of abandoned merchandise.
9. The buyer hereby assumes and does agree to indemnify and hold harmless the auctioneer, Burley Auction Group, and sellers from any current or future claim which shall pertain to the fitness, use, damage, safety, injuries to persons or property that may have occurred during the auction or that may have been caused by or during removal or use of items purchased, or any other claim regarding the use of that asset as purchased. Have all firearms checked by a gunsmith to ensure proper working order prior to use. Neither the Auctioneer, Auction Company, nor the Seller assumes responsibility for an accidents or loss due to theft, fire, vandalism, or personal injury.
10. **By registering to bid you agree to all the terms and conditions provided in this bid contract.**
11. **Announcements sale day supersede any and all previously released information including all oral or printed matter regardless of the medium.**

All Auctioneers used by Burley Auction Group are bonded, licensed, and regulated by the State of Texas Department of Licensing & Regulation, Texas License #15184. Any & all questions & or complaints can be directed to Texas State Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling 512-463-2906.

Signature

Date

Please fax signed copy to 830-629-1648.  
See Reverse for Terms and Conditions