

# Dye Real Estate and Land Company LLC

## Terms & Conditions

By registering to bid and bidding at this Auction, You ("Bidder") agree and irrevocably consent to the following terms and conditions. A bid is a legally binding contract between You and Dye Real Estate and Land Company L.L.C. ("Company"). Please read these terms carefully.

If you do not understand or agree with these terms, DO NOT BID. If you have questions, please call Dye Real Estate and Land Company L.L.C. at 419-516-4106

**Online Buyers Premium: 3%**

## Preview Date & Times:

Please contact Austin Heffner @ 567-712-1352. Items will be available to view prior to the auction upon request. Appointment must be made with Dye Real Estate and Land Company prior to viewing any equipment.

## Location:

7179 Donovan Road Ostrander, OH

## Payment:

Bidder may pay for purchased items through wire transfer, cash, good check, There will be a Buyer's Premium on all online purchases of 3% at this Auction. If buyer elects to wire transfer the funds they will be charged an additional \$20 wire transfer fee.

Bidder shall pay for all items for which Bidder was the accepted high bid before pick-up of the items. If Bidder takes an item, but Company has not yet received payment for it, Company will charge Bidder for the item on Bidder's credit card with a 4% fee. Regardless of item pick-up, Bidder must make full settlement of bid-upon items no later than three (3) business days after the Auction.

If purchases are not paid, in full, within three (3) business days of the Auction, Bidder shall be in default of these terms and conditions. Upon default, Company, in its sole discretion, may charge Bidder's credit card (with a corresponding 4% fee) the higher of (1) 25% of the unpaid purchase price; or (2) \$500. Bidder agrees that this

liquidated damage provision is reasonable because the amount of actual damages would be difficult to determine, and obtaining an otherwise adequate remedy would be difficult and inconvenient.

**Checks may be mailed to:**

Dye Real Estate and Land Company  
2045 Heather Drive  
Lima Ohio, 45804

Cash and checks may be delivered in-person when picking up equipment, all funds will be settled prior to 4/4/2025 @ 5:00 P.M. EST

**Shipping Instructions:**

Winning bidders are required to make their own arrangements for the pick-up and removal. All shipping & handling costs are the winning bidder's responsibility.

**Equipment Pickup Locations:**

7179 Donovan Road  
Ostrander, OH

**Item Pick-Up:**

Day of the sale and the week following the sale.

**Checkout Date & Times:**

All Items are to be removed from the auction location by Friday April 4<sup>th</sup> 2025.

Upon payment, each item becomes personal property of Bidder. Company will not ship or haul any items for Bidder unless specifically agreed to by Company in writing. Any items paid for by Bidder, but not picked-up after thirty (30) days of the Auction are considered forfeited and become the property of Company. No refunds will be given to Bidder. Paid receipt required to pick up items.

**Inspections:**

Company STRONGLY encourages Bidder to inspect all items prior to bidding. The items to be sold through this Auction are available for inspection prior to the Auction date. Bidder is responsible for determining the condition, age, authenticity, value, and all other attributes of each item offered at Auction. Bidder is sole judge of value for each item. If Bidder is not sure about any feature of any item, Bidder should not bid.

Company makes NO warranties or guarantees, express or implied. All items are sold "AS IS" and "WITH ALL FAULTS." Company's descriptions of item, if any, are matters of opinion and commendation of each item. Company will not change or amend the accepted bid price for any errors or omissions in cataloging, or for failing to note any defects or imperfections in item descriptions. MAKE YOUR OWN INSPECTIONS!

**Auction Format:**

This Auction will be in the "Virtual Live" format. You may place bids through any of the following formats: (1) through online bidding via Equipmentfacts.com (2) through in-person bidding.

The winning bid for each item offered at auction shall be determined through competitive bidding. Company's auctioneer has the absolute right to select one bid over others at any given time. Company and its auctioneer also reserve the right to reject any and all bids for any reason. Company is not responsible for any "missed" bids from any format. If a dispute arises between two or more bidders, Company and/or its auctioneer have the discretion to decide whether to re-open bidding; in no event is Company or its auctioneer required to re-open bidding.

Bidder acknowledges that online bidding may be disrupted by Internet service problems, website failures, and other technical difficulties. Bidder is not excused from any obligation under these terms due to any disruption of any kind in online bidding. Bidder may not bring any type of a claim against Company arising from a disruption in online bidding. Bidder agrees to keep his/her bidding password confidential and to take steps to protect their online bidding account as Bidder is responsible for ANY AND ALL activity involving their account.

All announcements made day of Auction take precedence over any or all printed or online information on any particular item or over the format / timing of the Auction itself. Company reserves the right to reschedule or cancel the Auction at any time and for any reason.

**Disputes:**

All disputes between Bidder and Company related to or arising from this Auction or these terms and conditions shall be settled through binding arbitration. The arbitration shall be at a venue in Lima, Ohio. Bidder and Company shall agree on an arbitrator who is licensed to practice law in Ohio and whose primary law office is in

Allen County Ohio. Bidder and Company shall split the costs of arbitration equally. Bidder and Company shall pay their own attorney fees.

Bidder's sole remedy under these terms and conditions shall be the refund of Bidder's purchase price upon return of the item(s) that is the subject of the dispute. Bidder waives any claim for consequential damages, incidental damages, and attorney fees against Company.

Bidder agrees to hold Company and its agents harmless from and against any claims for injury or damages arising from Bidder's actions or inactions before, during, or after the Auction.