

TERMS OF AUCTION

Assets of Liamk, Inc.
4100 North Powerline Road
Pompano Beach, Florida 33064

Monday
September 25th, 2023
11:00 A.M.

1. **REGISTRATION:** To be eligible to bid on any item in this Auction, you first must register and receive an assigned number. To qualify for registration, you must provide a \$100 refundable cash deposit and have a valid driver's license providing full name and current address.
2. **MERCHANDISE:** All merchandise to be sold to the highest bidder(s) for cash at the fall of the hammer. All such sales are final! **Each lot will be sold in "AS IS, WHERE IS" condition with all faults, with no guarantees or warranties expressed or implied. Fisher Auction Company and its representatives, attorneys, agents and sub-agents, make no representations, guarantees or warranties as to the condition of all inventory and has no liability whatsoever for any oral or written representations regarding the inventory.** Inspection as to condition of all merchandise sold is to be the sole responsibility of the buyer. FISHER AUCTION COMPANY nor the Seller, will not be responsible for the correct description, genuineness, authenticity, or defect in any lot, and makes no warranty in connection therewith. No sale will be set aside or allowance made on account of any imperfection not noted, and there will be no deductions for damaged articles.
3. **EXCLUSION OR MODIFICATION OF WARRANTIES:** The parties unconditionally agree: (a) Bidder acknowledges that all lots were available for inspection prior to the auction, and, by these terms, auctioneer strongly encouraged bidder to carefully inspect each lot in which bidder had any interest to determine the lot's nature, quality, condition, quantity, and size. (b) Bidder relied solely on personal inspection and not on information provided by Auctioneer, its staff, or seller. (c) If bidder failed to inspect any lot, this failure to inspect, or otherwise be fully informed as to the lot's nature, quality, condition, quantity and size will not constitute ground for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale. (d) Auctioneer may have made oral statements about the merchandise in a lot that was purchased by bidder, and which is the subject of a contract for sale with the seller. (e) Such statements do **NOT** constitute warranties of any kind by the seller, shall **NOT** be relied upon by bidder, and are **NOT** part of the contract for sale. (f) The entire contract for sale is embodied in these written terms. (g) These written terms constitute the final expression of the parties' agreement and a complete and exclusive statement of the terms of the contract for sale. (h) **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED** from this contract for sale and transaction and shall **NOT** apply to the merchandise that is the subject of this sale.
4. **BUYER'S PREMIUM:** There will be a 10% Buyer's Premium added to each final bid/ knockdown price.
5. **TAXES:** Sales tax (7%) will be charged in accordance with state laws. For tax purposes, Buyers must provide a copy of a current certificate of resale to be tax exempt.
6. **DEPOSITS:** A twenty-five (25%) cash or cashier's check deposit must be paid on any item purchased before leaving the Auction. Deposit minimums are established at the Auctioneer's discretion. **IF THE AUCTIONEER DEEMS NECESSARY, DEPOSITS MAY BE CALLED FOR AT ANY TIME ANY ITEM IS SOLD.** All deposits to be made in cash or cashier's check made payable to **FISHER AUCTION COMPANY**.
7. **SETTLEMENT:** Final payment(s) must be made in full by 5:00 P.M., E.T., Monday, September 25th, 2023 and prior to removal of merchandise. All payments to be made in cash or by cashier's check made payable to **Fisher Auction Company** All forms of payment to be in U.S. Dollars.
8. **INTERNAL REVENUE SERVICE:** Any individual who makes a payment in cash in an amount of \$10,000.00 or more will be required to provide information requested and sign IRS Form 8300.
9. **REMOVAL:** No Auction lots can be removed until paid in full and the Auction has concluded. Purchases cannot be removed without paid receipts. Buyer acknowledges responsibility for any personal injury or property damage caused by Attendee or his/her employees or agents, and further agrees to release, waive, discharge, indemnify and hold harmless the Seller and Fisher Auction Company, and their officers, employees and agents, and successors and assigns, from any and all damages, claims and liabilities from injuries to persons or property of any type whatsoever resulting from the attendance and/or post Auction removal of items for this Auction. Cost to remove an Auction lot(s) is the sole responsibility of the buyer. Removal must be completed without damage to the building / property. Failure to remove Auction lot(s) within the time specified will result in a forfeiture of all deposits. Such forfeiture(s) shall constitute a breach of contract, and all buyers shall remain liable and at risk for any loss, expense, and damages arising from said default(s) if it necessitates reselling the lot(s) to another buyer(s). Merchandise must be removed from premises by no later than 5:00 P.M., E.T. Thursday, September 28th, 2023. All electrical and plumbing must be securely capped off during removal.
10. **SALE PROCEDURE:** Merchandise will be offered in individual lots.
11. **COMPLIANCE:** All persons acknowledge the preliminary reading of these terms and conditions precedent to the commencement of this Auction and agree to comply with same. No employee of FISHER AUCTION COMPANY is authorized to alter these terms and conditions.
12. **ANNOUNCEMENTS:** All announcements made Auction Day take precedence over any previous materials or statements, written or oral. All information was derived from sources believed to be correct but not guaranteed. Auction subject to deletions.
13. **EXCEPTIONS:** There shall be no exceptions to any part of the Terms of Auction.

Bidder No.: _____

Signature: _____

Date: 9/25/23

Sale Under Management Of:

Fisher Auction Company

2112 East Atlantic Blvd. • Pompano Beach, FL 33062-5208

(954) 942-0917 • (800) 331-6620 • www.fisherauction.com • info@fisherauction.com