



Terms and Conditions

Cargo and Delivery Van Liquidation

Auction Dates:

Online Only Bidding for the auctions will close at the dates listed on the website.

Bidding will begin closing on each auction at the times specified above at the rate of 1 item per minute. The closing time of each lot is subject to Weeks Auction Group's internet bidding platforms auto-extend feature. When time remaining to bid on an item falls below three minutes, a new bid being placed on that item will result in the bidding clock being reset to three minutes. Auto-extend bidding will continue on an item by item basis until such time as no further bids are received.

To simplify the bidding process, we encourage bidders to download the Weeks Auction Group mobile bidding App, available in the iTunes App Store or on Google Play.

Inspection Dates & Times:

Drive by at any time. Weeks Auction Group representatives will be onsite for inspection Tuesday, December 21, 2021 starting at 9 AM until the auction closes.

All vehicles are located at 1130 Ada Street, Blue Ridge, Georgia 30513

General Auction Terms:

This is an Online Only Auction, by registering to bid on the internet you acknowledge that you have read and understand the terms and conditions of this auction and that you agree to abide by all terms and conditions as stated below.

All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith, but are matters of opinion and not guaranteed by the seller nor Weeks Auction Group. Bidders must rely solely on their own judgment as to condition, grade, authenticity and accuracy of descriptions prior to placing a bid. By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.

Weeks Auction Group reserves the right to remove or cancel the bids and / or the bidding rights and privileges of any bidder at any time that is deemed to have taken actions no to be in the best interest of the seller.

Weeks Auction Group reserves the right to add or remove items from the auction prior to the close of bidding; split or combine lots; add minimum bids or reserve prices.

Weeks Auction Group also reserves the right to cancel, suspend, extend or reschedule an individual item and or the entire auction event or to make changes to the auction closing times, inspection times, or removal times.

Buyer's Premium:

For purchasers paying by cash, cashier's check or wire transfer a 15% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

No personal or business checks will be accepted:

Sales tax of 7% or applicable TAVT will also be charged on the final sale price. Dealers buying for resale may be exempt from paying sales tax by providing Weeks Auction Group with your sales tax number and executing a sales tax exemption form.

Buyer's Premium Example:

Bid Price:	\$1000.00
18% Buyer's Premium	<u>\$ 180.00</u>
Total Purchase Price	\$1180.00

The total purchase price is subject to 7% sales tax!

Title:

If YOU are certified as the Winning Bidder on a Lot by the Auctioneer, YOU will be contractually obligated to pay the Contract Price for that Lot (including the Hammer Price and the Buyer's Premium); however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears. If YOU fail to pay for your purchase(s) within three days after the Auction, YOU will be deemed to have abandoned any interest in the Lot(s), and the Lot(s) may be re-sold at a subsequent auction. The Auctioneer and/or Seller may, at any time, commence a lawsuit against you for the Contract Price of the Lot(s) (including the Hammer Price and/or the Buyer's Premium). Additionally, YOU will be liable for any shortfall or deficiency on the re-sale of the Lot(s), plus the costs incurred in connection with re-selling the Lot(s). Under no circumstances will you be entitled to any surplus from the re-sale of any Lot(s).

Titled Items:

Title work must be completed during load out times only.

All titled trailers and motorized vehicle purchases transacted at Weeks Auction Group, Inc. will adhere to the Regulations set forth by the [Georgia Department of Revenue Motor Vehicle Division](#). Title will be transferred to the person or entity stated on the purchaser's invoice, therefore it is pertinent to register initially, correctly as a bidder the way in which the purchaser prefers a titled item assigned to the purchaser. Use of the buyer's privilege is non-transferable.

Mileage and other information written on the window of sale vehicles or listed in the item's description is for the convenience of the buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves, as to year, mileage, and equipment by viewing the actual vehicle prior to bidding. The auction will not arbitrate vehicles based on incorrect information written on the vehicle or listed in the item's description.

Georgia Resident Purchasers of titled motorized vehicles will be subject to TAVT (Title Ad Valorem Tax) which is calculated from a percentage of the motorized vehicle's Fair Market Value or Purchase Price: the higher of the two amounts will be used as commanded by the State. The TAVT percentage rate is dependent upon the year model of the motorized vehicle. The [TAVT Calculator](#) can assist in providing FMVs of most motorized vehicles. An ETR (Electronic Title and Registration) Fee of \$75.00 will also be assessed for all titled motorized vehicles. This fee includes the mandatory State services of Title & Registration Processing, an ETR Statutory Fee (Charged by GA Department of Revenue), a TOP Processing Charge, a Scanning & Quality Assurance Fee as well as the required UPS or FedEx shipping cost of the original title documents to the designated Quality Assurance Center. A Title Processing Fee of \$75.00 will be applied to all titled trailers. This fee includes Title & Registration Processing, a TOP Processing Charge, and Courier Fees to submit original documents to the designated County Tag Office. ETR and Title Processing Fees are subject to change at the discretion of Weeks Auction Group, Inc. to accommodate changes in requirements issued from the Georgia's ETR Processing Center and Georgia Department of Revenue Motor Vehicle Division. Georgia Resident Purchasers of titled motorized vehicles are required to provide a copy of their valid Georgia Driver's License and complete applicable Title Processing Paperwork including but not limited to Title, [MV-1](#) form, [MV-7D](#) form, As-Is; No Warranty Buyer's Guide, and an Odometer Disclosure Statement.

Non-Georgia Resident Purchasers of titled motorized vehicles will be required to sign a [ST-8 Certificate of Exemption Nonresident Purchase of a Motor Vehicle](#) form, exempting them from Georgia Taxes and Fees. Non-Georgia Resident Purchasers must sign the titled item's As-Is; No Warranty Buyer's Guide and an Odometer Disclosure Statement.

Used Motor Vehicle Dealer will be required to provide Weeks Auction Group, Inc. with a copy of their company's valid Used Motor Vehicle Dealer License and Sales Tax Resale Certificate to be exempt from Georgia Title Tax and Fees. Georgia Used Motor Vehicle Dealers will be required to sign a [ST-5 Sales Tax Certificate of Exemption Georgia Purchaser](#) form, while Out of State Used Motor Vehicle Dealers will be required to sign a [ST-4 Certificate of Exemption-Out of State Dealer](#) form. Used Motor Vehicle Dealers must also sign the titled item's As-Is; No Warranty Buyer's Guide and an Odometer Disclosure Statement.

Trailers sold as "Bill of Sale Only" will not be issued a title. Weeks Auction Group, Inc. will issue the Purchaser an Invoice which will serve as the Purchaser's Bill of Sale. If the Purchaser wishes to obtain a Tag for a Trailer sold as "Bill of Sale Only", the Purchaser must complete a [T-22B Certification of Inspection by a Duly Constituted Georgia Law Enforcement Officer](#) form and consult the Purchaser's Local Tag Office for further instruction.

Trailers are Sales Tax Exempt for Dealers who provide the aforementioned Dealer documents. Farmers may also be tax exempt from trailer purchases, if the trailer is intended for Farm-Use. Farmers must provide Weeks Auction Group, Inc. with a valid, unexpired copy of their Georgia Issued G.A.T.E. Card prior to the time of purchase to be eligible for tax exemption. The purchaser listed on the invoice must also be listed on the G.A.T.E. Card as the primary user or as an Additional User for G.A.T.E Card Tax Exemptions to the valid. The State of Georgia does not recognize other State issued Agricultural Tax Exemption Cards, however Nonresident Farmers are eligible to apply for a Georgia issued G.A.T.E. Card. If you are eligible to apply for a G.A.T.E. Card, complete this [G.A.T.E. Card Application](#).

The accepted forms of payment for titled items are Cash, Cashier's Check or Wire Transfer. Personal or Business Checks, Money Orders, Debit Card, and/or Credit Card payments will not be acceptable forms of payment for titled items. A required [Form 8300](#) will be completed and submitted to the IRS for Cash and/or Cashier's Check payment amounts of \$10,000.00 or more. Payment is required the day of purchase: No exceptions. Titled Items may be removed from premise once Weeks Auction Group, Inc. receives confirmation from Weeks Auction Group, Inc.'s bank that sufficient funds have been received upon account.

Upon payment confirmation, the title of the motorized vehicle will be electronically transferred and submitted to the State of Georgia for purchases made by Georgia Residents. The Georgia Resident Purchaser will receive via mail the newly assigned title from the State of Georgia at the address provided on the MV-1 form within 30 days of ETR submission. The Non-Georgia Resident as well as the Dealer purchaser will receive via certified trackable mail the original title of the motorized vehicle assigned to the purchaser on the back of the title to the address provided on the purchaser's invoice within 10 days of payment confirmation. MSOs of Trailers with Net Vehicle Weight under 2000 pounds will be mailed certified and trackable to purchaser's address provided on the purchaser's invoice. Titles of Trailers with Net Vehicle Weight of 2000 pounds or more will be mailed certified and trackable to Non-Georgia Resident purchasers within 10 days of payment confirmation. Titles of Trailers with Net Vehicle Weight of 2000 pounds or more purchased by Georgia Residents will be processed with Weeks Auction Group, Inc.'s local tag office within 10 days of payment confirmation. The Georgia Resident Purchaser will receive via mail the newly assigned trailer title from the State of Georgia at the address provided on the MV-1 form within 30 days of local tag office submission. Also, once payment has been confirmed with Weeks Auction Group's bank, the purchaser of a titled motorized vehicle will then be issued a TOP (Temporary Operating Permit) Tag. This TOP Tag will be held at the onsite Check-Out Station and will be available for pickup on the allotted Item Pick-Up days.

Pickup of Auction Purchases:

First and foremost, NO pickup will be allowed without a PAID IN FULL invoice. Pickups will be handled on a first come first served basis and wait times can sometimes be long.

It is the responsibility of the purchaser to remove all items from the auction site. Weeks Auction Group is not responsible for moving or handling any of the items in this auction. Buyers must bring all loading equipment with them.

Weeks Auction Group nor the seller will be responsible for any items broken during purchaser's load out

Pick-up for items included in this series of auctions will be at 1130 Ada Street, Blue Ridge, Georgia 30513 during the times:

Tuesday, December 21, 2021, 1:00 pm – 5:00 pm

Wednesday, December 22, 2021, 8:00 am – 4:00 pm

Appointment software will be sent to the high bidders to assist in scheduling load-out.

Please be mindful that pickup of items following the auction is often the most stressful time of the auction process. Weeks Auction Group personnel will be onsite to facilitate a smooth and orderly pickup. We ask that all purchasers be respectful and realize that the safety and security of your auction purchases is of utmost importance.

Failure to Pick-up or Arrange for the Delivery; Abandoned Property; Storage:

Weeks Auction Group reserves the right to charge the purchasers credit card on file an amount up to the full purchase price plus storage fees for items not paid for and pickup up in a timely manner.

Any Lot(s) purchased by YOU that are not shipped or otherwise removed from the Auction Site within the appropriate loadout days after the Auction will be deemed abandoned to the Auctioneer, unless otherwise stated, even if paid for, and YOU will give up all rights with respect to such Lot(s). If abandoned property is subsequently sold, YOU will not be entitled to any proceeds from the sale of any such abandoned property. Subject to applicable law, beginning immediately after the Auction load out time, and continuing until the removal or other disposition of any Lot(s) not been picked- up or removed, a storage charge in the amount of

Ten Dollars (\$10) per day, per lot, will accrue, and the Auctioneer will have a possessory lien against such Lot(s) that may be executed on in order to satisfy such storage charges. The Auctioneer may commence an action against YOU for storage fees without executing on a storage lien.

ALL items must be removed during the scheduled pickup days. If an item is left until January 1, 2022 it is deemed surrendered.

Specific Auction Terms

Vehicles in this auction are not guarantee as to condition or roadworthiness. Some vehicles will need extensive repairs.

Technology Disruptions:

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

Failures by Online Auction Platform Provider and its Affiliates or Contractors:

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

Disclosure:

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Weeks Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.