

Bidding Terms and Conditions

**Complete GSI Grainery System
180 Laramore Road, Leesburg, Georgia 31763
Selling to be Moved**

**Online Only Auction
Bidding Ends March 3, 2021**



www.WeeksAuctionGroup.com

Final Contract to Include a 10% Buyer's Premium

Terms and Conditions
Complete GSI Grainery System Auction
Selling to be Moved

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 five minutes, a new bid being placed on that item will result in the bidding clock being reset to five 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 inspection or contact: Cameron Morris
Associate Broker & Auctioneer
Weeks Auction Group, Inc.
(229) 881-7643
Cameron@BidWeeks.com

Items are located at 180 Laramore Road, Leesburg, Georgia 31763

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.

Specific Auction Terms

At the conclusion of the auction the purchaser will be required to execute a Temporary Access License Agreement with the seller to access to the property for removal of the Grainery System. A copy of the Temporary Access License Agreement is available under the documents tab for this auction.

Buyer's Premium:

For purchasers paying by cash, cashier's check or wire transfer a 10% 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 8% will also be charged on the final sale price. Farmers with a current State of Georgia GATE card or 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:	\$100.00
18% Buyer's Premium	\$ 10.00
Total Purchase Price	\$110.00

The total purchase price is subject to 8% 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).

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.

Removal of Auction Purchases:

First and foremost, NO removal will be allowed without a PAID IN FULL invoice.

It is the responsibility of the purchaser to remove all items from the auction site.

Complete removal of the GSI Grainery system must be completed within 90 days of the auction date. The purchaser will be required to execute a Temporary Access License Agreement with the seller to access to the property for removal of the Grainery System. A copy of the Temporary Access License Agreement is available under the documents tab for this auction.

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

Any Lot(s) purchased by YOU that are not removed from the Auction Site within 90 days after the Auction will be deemed abandoned to the Seller, unless otherwise stated, even if paid for, and YOU will give up all rights with respect to such items(s). If abandoned property is subsequently sold, YOU will not be entitled to any proceeds from the sale of any such abandoned property.

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.

Go Bid Now!

www.WeeksAuctionGroup.com