**TERMS AND CONDITIONS FOR ONLINE AUCTIONS**

**WOLF RIVER AUCTION, LLC**

**973 Highway 26 East**

**Poplarville, MS 39470**

You intend for these terms to be binding: You intend for these terms to be binding on you under the Uniform Electronic Transactions Act by using this website and/or by physically and/or electronically participating in any auction or related necessary activity (such as but not limited to picking up any goods, tendering goods, tendering money) conducted by Wolf River Auction, LLC (“WRA”)

**YOU AGREE THAT**: All internet purchases must be paid for by bank wire transfer no later than Monday, April 8, 2024, by 3:00 p.m. central time.

All items must be picked up no later than 5:00 p.m. central time on May 4, 2024.

You will pay an additional $30.00 to the final bill for any wire transfer. Any item still remaining on site after May 4, 2024 will be charged a storage fee of $25.00 per day per item.

The Buyer's premium is 10% on the first $5,000.00 of each lot and 3.5% on the remaining balance of each lot.

You will pay in accordance with Mississippi sales tax laws where applicable.

All purchases are to be paid in full using only United States currency or funds on the day of the auction by cash, checks, or credit card.

All checks must be accompanied by a Bank Letter of Guarantee made to Wolf River Auction, LLC guaranteeing payment to Wolf River Auction, LLC dated for the day of the auction. All credit card purchases will have a 4% fee added to the final purchase price.

Failure to provide re-sell tax certificate at buyer registration will result in full payment of sales tax.

WRA is not responsible to any Party for any bad checks, chargebacks, or unpaid-for-goods or auction items.

**YOU FURTHER AGREE THAT**:

Wolf River Auction, LLC “DOES NOT” offer shipping.

The Buyer is responsible for breaking down, loading, and transportation of Buyer’s purchase.

Buyer receives the goods “as is” and “with all faults”. It is the Buyer’s responsibility (not WRA’s) to arrange for the examining of any lot before Buyer places any bid.

WRA does not guarantee any information obtained from sources.

WRA will not be held liable or responsible in any way for any real or perceived advertising discrepancies or inaccuracies.

Buyer and Seller assume the inherent risk of bidding over the internet and totally releases WRA from any claim originating (for instance missed bids) from failure of a website or the internet to work properly during any auction.

WRA shall not be liable for any failure or delay in performing its obligations under these terms if, and to the extent, that such failure or delay is caused by any event or circumstance beyond the reasonable control of WRA including, but not limited to, act of God, fire, explosion, flood, epidemic, power failure, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes.

WRA has no Duty to Safeguard Goods: When entering Wolf River Auction, LLC auction location it is at your own risk. The buyer hereby indemnifies and holds harmless the Auctioneer and Seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by removal or shipping of items purchased.

WRA is not an Insurer of any Good: Buyer and Seller agree that Buyer and Seller are responsible for the security of Buyer or Seller’s goods or personal property and that WRA cannot guarantee the security of Buyer or Seller’s property. Should Buyer or Seller leave any goods or personal property in the custody of the WRA, Buyer or Seller does so at Buyer or Seller’s own risk.

Buyer and Seller’s Duty to Insure Goods: Buyer and Seller releases WRA from any liability to Buyer or Seller’s goods or personal property in the event of loss, damage, unauthorized use by any person or theft of any such goods or personal property. Buyer and Seller acknowledge and promises to maintain sufficient insurance to cover Buyer or Seller’s goods or personal property until the exact moment the ownership interest transfers from Seller to Buyer (that being when the Auctioneer so announces by the fall of the hammer or in other customary manner such as saying “sold”)

Waiver of Potential Claims: Buyer and Seller agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS WRA from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including, but not limited to, attorney’s fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my property or others’ property which might result, directly or indirectly, from Buyer and Seller’s participation in any auction or resulting from WRA’s direct or indirect control (including, but not limited to, premises liability claims concerning the auction location).

Company Website Terms Incorporated: Buyer or Seller agrees with and has read WRA’s “Terms and Conditions” located at http://www.wolfriverauction.com/terms-conditions. Every one of those terms are incorporated by reference herein.

You Intend for these Terms to be Binding: You intend for these terms to be binding on you under the Uniform Electronic Transactions Act by using this website and/or by physically and/or electronically participating in any auction or related necessary activity (such as, but not limited to, picking up any goods, tendering goods, tendering money) conducted by WRA.