

# Terms of Sale

The following are the terms under which all merchandise is sold at Commercial Liquidators of America's auctions. Please read this carefully and if you have any questions please be sure to ask before you bid on anything.

1. Everything is purchased **“as is, where is”** with absolutely no expressed or implied warranty whatsoever. Commercial Liquidators of America and the Indianapolis Airport Authority (IAA) make no representations as to what is being sold or its condition. It is the sole responsibility of the bidder to verify the viability of any item purchased. All announcements made the day of the sale take precedence over any and all printed material.
2. Payment is by Cash or Indiana business check with valid in-state driver's license. We accept Master and Visa card only. **Please confirm for each sale that we will be accepting credit cards as a form of payment. WE DO NOT ACCEPT PERSONAL CHECKS.** If you do not want to pay sales tax you **MUST** fill out a sales tax exemption form at each sale or we collect the sales tax. Everything must be paid for in full before removal and by the end of the sale day.
3. We collect a 10% Buyer's Premium.
4. **Removal:** Bidders shall have until Tuesday, August 11th, 4:00 P.M. to remove merchandise from auction location. Removal hours will be 8AM to 4PM each day except Sunday. Additional time will be allowed for larger capital items provided arrangements are made with Commercial Liquidators of America prior to Friday, August 7th, 4PM. Any items not removed from premises by 4:00 P.M., Tuesday, August 11th shall be considered abandoned and Bidder shall lose all right, title and interest in the equipment. Bidders **WILL** have right of abandonment subject to approval by Commercial Liquidators of America. In some cases, depending upon how items are sold bidders will be allowed to take portions or partial amounts of items sold, be sure you understand how items are being sold. Bidders shall at all times be responsible for any damage done to the premises, including environmental damage !!! Bidders who will be disassembling, structurally removing, tearing out, bringing in cranes, lifting or using any type of construction equipment will be required to provide Commercial Liquidators of America with Certificates of Insurance prior to any work being initiated. Specifics for certificates of Insurance can be found on our web site [WWW.CLOFA.NET](http://WWW.CLOFA.NET). Fee Forklift Operators and Riggers will be available to assist in the removal of items from the property. Some items are subject to pre-sale or removal.
5. All items are sold by the lot or by the piece. Catalogues are provided as a courtesy and list how items are sold. The auctioneer has the right to change how items are sold and will announce how items will be sold prior to bidding. If you do not understand how an item is being sold, ask before you bid. Once the auctioneer says “sold,” the merchandise belongs to the bidder and there are no refunds, alterations or exchanges an any kind.
6. Commercial Liquidators of America or IAA and its employees or representatives are not responsible for lost or stolen merchandise.

# **WATCH YOUR MERCHANDISE!**

7. Purchaser and guests assume all risks associated with attendance to this sale. Commercial Liquidators of America or IAA and its employees or representatives shall not be responsible for any damages or injuries to person or property before or during the auction or during the time allotted for removal of the merchandise after the auction.
8. Any questions, corrections or requests for refunds must be made to Commercial Liquidators of America within 24 hours of finish of sale. If Commercial Liquidators of America is not contacted within 24 hours the receipt shall remain as printed and bidder shall be held responsible for full and complete payment of bill. There are no exceptions to this.
9. All products must be removed in accordance with EPA guidelines and through egress areas as designated by IAA.

If you have any questions please contact us at [info@CLOfA.net](mailto:info@CLOfA.net) or call 317-632-8040