

# 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 makes 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. **\*\*\*\*\*PLEASE NOTE CHANGE IN PAYMENT TERMS\*\*\*\*\***
3. Payment is by Cash or **Business Check ONLY** when accompanied by an **irrevocable Bank Letter of Guarantee** and a 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.
4. We collect a 10% Buyer's Premium.
5. Removal is an hour and a half after we sell the last item and from 9AM to 4PM the next day or the Monday following Saturday sales to remove your purchases. **NO Removal on Sundays. Please check each sale listing as the removal times are subject to change for each auction.** Any merchandise remaining after the sale will be considered abandoned and owner will lose all right and title to the merchandise. If merchandise has not been paid for or is abandoned by bidder, bidder shall be responsible for amount bid, collection fees, attorney's fees and disposal charges incurred by Commercial Liquidators of America. Extra time will be billed at \$25 per hour per man. There are no rights of abandonment.
6. 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.
7. Commercial Liquidators of America is not responsible for lost or stolen merchandise.

## WATCH YOUR MERCHANDISE!

8. Purchaser and guests assume all risks associated with attendance to this sale. Commercial Liquidators of America shall not be responsible for any damages.
9. 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.
10. All products must be removed in accordance with EPA guidelines.

We welcome any compliments or constructive criticism that will help us better serve our clients and customers.

**317-632-8040**