BIDDER TERMS AND CONDITIONS

1. Each bidder must be properly registered and have been issued a buyer number in order to bid.

2. Auctioneers Miller & Associates/AMA Consignments (AMA) reserves the right to refuse issuance or revoke a buyer number from anyone at any time.

3. If any dispute arises between two or more bidders, AMA will be the sole authority to resolve the issue. AMA also reserves the right to reject any and all bids.

4. All items sell as is, where is with no warranties or guarantees expressed or implied, including fitness for a particular purpose. AMA representations are given with the utmost honesty and accuracy based on the knowledge at hand. Representations are to be used solely as a guide and at no time will AMA be deemed liable for inaccuracies. Though AMA strives to provide accurate representation, bidders are encouraged to personally inspect items prior to bidding. In the event that a seller/consignor knowingly misrepresents an item, AMA will address the situation at their sole discretion.

5. Although AMA will make every effort to accommodate the buyer, AMA makes no guarantees as to the bidders' ability to execute bids using any form of absentee bidding, including internet, phone, etc.

6. Payment to be made via cash or cashable check auction day. Payment for absentee purchases must be received by AMA within 48 hours following the conclusion of said auction. Payment can be made in forms of: cash, bank wire, cashier's check, personal check or company check. AMA reserves the right to require additional information to accept any form of checks. All purchases made by buyers living outside the continental United States must be paid for via cash or wire transfer. AMA reserves the right to hold purchases until payment funds are verified. Absolutely nothing to be removed from the premises until properly settled for.

7. State & local sales tax will be charged to all purchases unless a buyer has on file with AMA one of the following: resale license, Affidavit for Colorado Sales Tax Exemption for Farm Equipment (form DR0511), or any other approved exemption. Titled items will not be charged sales tax by AMA.

8. AMA guarantees transferrable certificate of title on all items represented as having a title. Certificate of title along with Auctioneers' Receipt for Monies Received will be mailed by certified mail within 3 weeks of said auction. All titles must be transferred within 2 weeks of receiving said title from AMA. If title issues arise (lost title, incorrect transfer, etc.) AMA will make all efforts to help said buyer resolve them, but makes no guarantees as to AMA's abilities to do so. AMA makes no guarantees as to the transferability of a title once 2 weeks has elapsed from the day of receiving said title.

9. Removal dates for each auction will be stated on your buyer's statement. Any items left beyond said removal date will be disposed of as AMA sees fit, without notification to buyer. Any payment made for such items will be forfeited at AMA's sole discretion. AMA reserves the right to charge handling, storage fees and/or disposal fees.

10. Auctioneer is not responsible for accidents.