



## Terms and Conditions

November 12, 2022

### Equipment and Auto Consignment Auction

All property is sold AS IS, WHERE IS and ALL SALES ARE FINAL. Property is open to thorough public inspection upon request. It is the Bidder's responsibility to determine condition, age, genuineness, value, or any other determinable factor. Central Texas Auction Services, LLC may attempt to describe the merchandise in advertising, on the internet, and at the auction but makes no representations. Central Texas Auction Services, LLC does not test, operate, drive, or pre-inspect any items consigned. In no event shall Central Texas Auction Services, LLC be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Bidder shall be the sole judge of value. Central Texas Auction Services, LLC shall endeavor to describe in detail each item and any pertinent information about it. Central Texas Auction Services, LLC will not be responsible for any errors or omissions in the description of the merchandise. Bidder agrees that everything is sold as is and that they may not return any item they purchase.

All items need to be picked up from the auction site at 208 N IH 35 Belton, Texas 76513. **Pickup Times: Day of Auction until 5pm, Sunday, November 13 1pm-4pm, and Monday November 14 – Wednesday November 16 from 10am-4pm. Other times may be scheduled by appointment only.** Please confirm we have acknowledged and scheduled your appointment time before showing up. If you have an emergency and you cannot pick up items the day of the auction or Sunday-Monday, you will need to call us immediately. Central Texas Auction Services, LLC is not responsible for any lost or stolen items. Any items left past 10 business days will incur a Storage Charge of \$5.00 per business day per item. Any Items Left Past 25 business days will be deemed abandoned and become the property of Central Texas Auction Services, LLC.

Central Texas Auction Services, LLC is providing internet bidding for this auction via Proxibid.com. Bidder acknowledges and understands that this service may or may not function properly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Central Texas Auction Services, LLC, or anyone else if the internet service fails to work correctly during the close of the auction.

Central Texas Auction Services, LLC will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the close of the auction. Central Texas Auction Services, LLC reserves the right to withdraw or re-catalog items in this auction. Some items may sell subject to seller confirmation. This is not an absolute auction unless specifically stated in the auction heading.

Central Texas Auction Services, LLC will ship items under 100lbs via USPS or Fed-Ex. If your item is of larger size, please call us to verify we can ship your item through us. Please note, our handling fees begin at \$10.00 per package and are based off the amount of time and materials used. Actual shipping charges from the carriers are passed through at cost. If sending a Freight Company or third party to pick up your purchases, a bill of lading MUST be emailed to [ctas@centraltexasauctions.com](mailto:ctas@centraltexasauctions.com) and MUST accompany the driver at the time of pick up. Central Texas Auction Services MUST NOT be listed as the shipper. The BOL must also mention the purchaser as well as the items they are authorized to pick up. Items will not be loaded, and BOL will not be signed if our company is listed as the shipper. NO EXCEPTIONS.



If a Purchaser claims an exemption based on goods being shipped out of state for use out of state, the goods must be delivered to and shipped by common carrier. In such case, Purchaser shall arrange for and assume all risks and costs associated therewith.

The Bidder consents to the Auction Company using the information provided in the Bidder Registration Agreement for internal marketing purposes and to assist the Auction Company in refining and improving its services.

**PLEASE NOTE!!! We DO NOT charge cards on file with Proxibid. This is used for bidder verification purposes only. Payments will be processed by us directly in person, by phone or you may request an emailed secure payment link to be sent to you for payment. All invoices are due within two (2) business days of the completion of the Auction. Wire Transfers must be received the next banking business day following the auction.**

**We must strictly adhere to our payment policy and require Cash, Wire Transfer, Cashier's Check (no personal or business checks will be accepted unless they are pre-approved or accompanied by a bank letter of guarantee), or Credit Card for invoices up to \$2,500. Payment must be remitted before any purchases can leave the yard. Thank you for your understanding and cooperation. *All Purchases made by card will incur a 3% Card Convenience Fee.***

**Internet Buyer's Premium: 15% (w/3% Card Convenience Fee)**

**Sales Tax: 8.25% - Sales tax applied to invoice total, including Internet Premium**

**ALL vehicle and trailer taxes will be collected at the time of registration NOT AT THE AUCTION.**

**ALL items with a transferring title and/or registration are subject to \$25 processing fee.**

**A Valid Credit Card is required for bidding approval via Proxibid.com**

Our phone number is (254) 718-5120 and our email is [ctas@centraltexasauctions.com](mailto:ctas@centraltexasauctions.com)

These are the complete Terms, except for the sale of real estate or firearms, and may not be amended except by agreement in writing signed by Central Texas Auction Services, LLC, and the respective Purchaser. All items are located at the address on your invoice.

Central Texas Auction Services, LLC is licensed and regulated by the Texas Department of Licensing and Regulation. Any compliments or complaints should be directed to the Department at 920 Colorado Dr., Austin, TX 78701, (512) 463-6599.

T. Gallaway TX AUC LIC#12798