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## Auction- Terms of Sale

PLEASE NOTE: A bid by any person shall be proof that a person has read the following Terms and Conditions

1. A thirteen percent (13%) BUYER'S PREMIUM WILL BE ADDED TO ALL PURCHASES. Three percent (3%) discount for cash payments.
2. A \$200 refundable cash deposit will be required from cash buyers.
3. No one will be permitted to bid unless properly registered
4. All items will be sold AS IS, WHERE IS, WITHOUT WARRANTIES OR GUARANTEES; EXPRESSED OR IMPLIED.
5. Most items will be sold WITHOUT RESERVE to the highest bidder.
6. Auctioneer or cosigner will NOT be responsible for any incorrect descriptions or errors on merchandise. No deductions will be allowed on damaged items.
7. It is the responsibility of the bidder to inspect all merchandise prior to bidding. All sales are final! No Refunds!
8. Payment is due in full on day of auction by CREDIT CARD, CASH, CASHIERS CHECK, or BANK LETTER OF CREDIT. No temporary, personal or out of state checks accepted! Local company checks may be accepted, but must be-qualified with check cashing application.
9. No merchandise may be removed from the premises until completion of auction. Removal shall be at expense, liability, and risk of buyer. All items must be paid for in full before removal of any items. BUYERS MUST HAVE PAID RECEIPTS TO REMOVE ANY ITEMS.....NO EXCEPTIONS!
10. In default of payment in full, within time designated by WHOLESAL RESTAURANT SUPPLY. All money received as deposits or otherwise liquidated damages may be retained.
11. Auctioneer will not be responsible for items left after designated removal time, and shall have the option of removing and storing them at the expense of the buyer.
12. No claims will be allowed after the goods are removed from the premises. PLEASE CHECK YOUR MERCHANDISE CAREFULLY.
13. Auctioneer reserves the right to withdraw any items before or during the sales.
14. Auctioneer reserves the right to refuse bids from any person and may reject any nominal or improper bids.
15. Persons attending during exhibition, sale or removal of merchandise assume all risk of damage or loss to person or property and release, WHOLESAL RESTAURANT SUPPLY AND ITS AGENTS from liability therefore.
16. The record kept by AUCTION AND CLERK will be considered as final in the event of any dispute.
17. WHOLESAL RESTAURANT SUPPLY will not transfer purchases between buyers.

**Gene Frazier Auctioneer-Texas License #12773**

**We are licensed by the Texas Department of Licensing and Regulations. Any complaints or concerns can be directed to the Texas Department of Licensing and Regulations 512-463-6599**