J.DURHAM
& ASSOCIATES, INC.

TERMS AND CONDITIONS OF THE AUCTION FOR ONLINE BIDDING

TERMS FOR ONLINE BIDDING: The online registration will need to be completed, including Credit Card information which will be verified and approved. THE CREDIT CARD MAY BE CHARGED $1.00 FOR THIS PROCESS. THE CREDIT CARD IS FOR VERIFICATION PURPOSES TO ENSURE WE HAVE SERIOUS BIDDERS.

BIDDING INCREMENTS
Bidding Increments will be different for each auction. Check the auction, which you are interested in for bidding increments.

ON LINE AUCTION ONLY

CONDITIONS OF A REAL ESTATE AUCTION

Terms: The successful purchasers will be required to sign the Seller's real estate purchase agreement within twenty four hours of the bid closing and make an earnest money deposit equal to fifteen percent (15%) of the contract price. Sale will close within thirty (30) days after the date of auction at which time the purchaser will pay the balance of the purchase price. A 10% buyer's premium will be added to all purchases to arrive at a contract price.

The information contained in the brochure, the website pages , the Terms and Conditions of the online auction and all related materials are subject to the terms and conditions of the purchase agreement. The property is being sold on an "AS-IS, WHERE-IS WITH ALL FAULTS" basis. THE PROPERTY WILL BE SOLD FOR ALL CASH. Your complete inspection of the property and pertinent documents PRIOR TO BIDDING is recommended. Announcements posted on the website at the time of the sale take precedence over all printed materials, except for the fully executed purchase agreement and subsequent conveyance/closing documents.

Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. All properties will be sold subject to the Sellers reserving the right of confirmation within ninety-six (96) hours. Since the Sellers are highly motivated to sell on the date of the sale, the announcement of acceptance of final bids could be synonymous with the timed bid closing of the auction.

SURVEY: All property must be surveyed, WITH THE SURVEY TO BE COMPLETED NO LESS THAT TEN (10) DAYS prior to closing by a licensed Georgia registered surveyor. The cost of the survey is to be paid by the purchaser, WHICH COST IS SEPARATE FROM AND IN ADDITION TO THE PURCHASE PRICE. The number of acres surveyed times the contract price per acre shall determine the final or actual purchase price to be paid at closing. J. Durham and Associates, Inc., will have the final approval of the selected surveyor.

REPRESENTATION DISCLOSURE: J. Durham and Associates, Inc., represents the seller in this transaction, not the purchaser, but does not have authority to make representations on behalf of the seller with respect to any matter.

PROPERTY SIZE & DIMENSIONS: All acreages and property line dimensions are subject to change. They have been calculated for auction purposes only and are approximate and may be general in nature and are being sold subject to final survey. They are not guaranteed by the seller or J. Durham and Associates, Inc.

ACCEPTANCE OF CONDITION OF PROPERTY: The property and the improvements thereon (if any), are being sold "as is -where is. Buyer acknowledges he has had ample opportunity to inspect the property and to have same inspected by his agents, and Buyer accepts the property in its present condition. Auctioneer/Broker and Seller have gathered information contained in all promotional materials, including website postings, from sources deemed reliable but not guaranteed. **Buyer acknowledges that he has inspected the property before bidding or has had the opportunity to do so and chose not to inspect the property.** Buyer is relying solely on his own inspection and judgement. Further, all parties acknowledge and agree that the property is being sold "AS IS" with any and all faults. THE BUYER MUST DO ANY AND ALL DUE DILIGENCE THAT THE BUYER FEELS NECESSARY PRIOR TO REGISTRATION AND BIDDING.

After you register and receive your bidder number, if you are not a regular customer or known buyer, which regularity and/or familiarity shall be determined by J. Durham & Associates in its sole discretion, you will be emailed a BIDDER ACTIVATION AGREEMENT which you will be required to fill out. This form must be signed in front of a Witness and Notary and emailed back to jdurham@jdurhamauctions.com; you also may be required to make a $2500.00 bid deposit before your bidder number will be activated. Mail your bid deposit check, attention: Joe Durham, payable to J. Durham & Associates, Inc. To 1216 Dawson Road, Suite 102, Albany, Ga 31707. Or, contact Joe Durham to remit the deposit via credit card or wire transfer. The winning bidder's $2500.00 deposit will be applied to the down payment. All other bidder's deposits will be refunded within ten days after the auction closing date. **WE RESERVE THE RIGHT TO WAIVE THE BIDDER DEPOSIT FOR KNOWN BUYERS AND REGULAR CUSTOMERS. BIDDERS MAY BE REQUIRED TO PROVIDE ADDITIONAL FINANCIAL INFORMATION, INCLUDING BUT NOT LIMITED TO A CURRENT BANK LETTER OF GUARANTEE.**

WHAT TO EXPECT IF YOU ARE THE WINNING BIDDER

OUR OFFICE WILL CALL YOU SHORTLY AFTER THE END OF THE AUCTION. AT THAT TIME WE WILL VERIFY THE NAME(S) TO BE ENTERED ON THE CONTRACT AS PURCHASER AND ON THE DEED.

NEXT, WE WILL EMAIL YOU THE COMPLETED CONTRACT PACKAGE. THE EMAIL WILL INCLUDE DIRECTIONS FOR RETURNING THE SIGNED DOCUMENTS AND SENDING THE EARNEST MONEY DEPOSIT (WIRE, CASHIER'S CHECK OR CASH)

ALL DOCUMENTS AND EARNEST MONEY MUST BE RETURNED WITHIN 24 HOURS

UPON RECEIPT OF THESE, OUR OFFICE WILL FORWARD THE CONTRACT PACKAGE TO THE SELLER FOR SIGNATURE.

AFTER THE SELLER HAS SIGNED, WE WILL SEND YOU A COPY OF THE SIGNED DOCUMENTS FOR YOUR RECORDS. AT THE SAME TIME, COPIES OF THE DOCUMENTS AND CLOSING INFORMATION WILL BE FORWARDED TO THE CLOSING ATTORNEY/TITLE COMPANY.

THEN THE CLOSING ATTORNEY/TITLE COMPANY WILL CONTACT YOU TO SCHEDULE THE CLOSING FOR THE PROPERTY.

PRIOR TO THE CLOSING, THE ATTORNEY/TITLE COMPANY WILL SUPPLY YOU WITH A COPY OF THE PRELIMINARY HUD SETTLEMENT STATEMENT SHOWING THE ACCOUNTING OF THE TRANSACTION AND ANY REMAINING FUNDS THAT YOU WILL NEED TO BRING TO CLOSING.

HAVE QUESTIONS OR NEED CLARIFICATION? (229) 436-2733

EMAIL US AT JDURHAM@JDURHAMAUCTIONS.COM WE ARE HERE TO HELP

J.DURHAM AND ASSOCIATES, INC., WILL HAVE THE "SOLE" AND "FINAL" DECISION AS TO THE SUCCESSFUL HIGH BID AMOUNT. ACCEPTANCE BY THE "ONLINE" BIDDING PLATFORM DOES NOT NECESSARILY CONSTITUTE AN ACCEPTED BID BY J. DURHAM AND ASSOCIATES, INC.

DEFINITIONS

"J. Durham & Associates, Inc." is hereafter referred to as "Auctioneer" and or "Auctioneer/Broker".

"The owner or entity selling a property or item through J. Durham & Associates, Inc." is hereafter referred to as "Seller."

"http://www.jdurhamauctions.com" and "http://www.jdurhamauctions.net" is hereafter referred to as the "Site"

“A registered user on the Site for the purpose of bidding in online auctions” is hereafter referred to as “Bidder”

“A bidder who has successfully won an auction with the highest bid” is hereafter referred to as the “Buyer.”

"The property" is the property that is being offered for sale either "Real Property" or "Personal Property".

"The item" is the item (or property as described above) that is being offered for sale either "Real property" or"Personal Property".

These definitions set forth above apply to any all paragraphs and sections of the terms and conditions of the Site set forth below.

DISCLAIMER

The Seller and Auctioneer have set forth information of an auction in that particular auction’s description for the purpose the Bidder’s convenience. All of the information included is believed to be correct to the best of the Seller's and Auctioneer's knowledge, and in good faith. It is the Bidder’s responsibility to confirm that the provided information is correct. Relying on provided information without inspecting yourself is the Bidder’s risk. The Bidder must rely solely on their personal inspection of the item being sold. All items are being sold AS IS WHERE IS with NO WARRANTY, either express or implied, and WITH ALL FAULTS. Please review all information, personally inspect the item being sold yourself, and seek assistance before bidding. No improvements or repairs to items for sale will be made by the Seller or Auctioneer.

SUBJECT TO DYNAMIC CLOSE BIDDING

AGREEMENT OF TERMS

The Bidder must be registered and agree to these terms before bidding. Any access to all auctions is subject to all specific terms and conditions and all laws and regulations including copyright and trademark laws. By accessing this site, Bidder agrees to all terms and conditions. Auctioneer reserves the right to change any or all of the terms and conditions at any time and for any reason without notice. It is the Bidders responsibility to review these terms and conditions for changes every time Bidder accesses the Site. By accessing the Site, Bidder agrees to any all changes that have been made to the terms and conditions of the Site.

TERMINATION OF AGREEMENT

Auctioneer reserves the right to terminate any and all of these agreements at any time for any reason without notice. These terms and conditions constitute a binding agreement between Bidder and Auctioneer. If Bidder is dissatisfied with the Site or sale in any way, Bidder’s only recourse is to discontinue use of the Site. Auctioneer reserves the right to terminate Bidder’s registration and use of the Site, impose limits, restrict access or use of part of or the entire Site without notice or penalty.

INTERRUPTION OF SERVICE

Auctioneer cannot and will not be held responsible for interruption of service, errors, or omissions caused by any means, and Auctioneer does not guarantee continual, uninterrupted or error free service. The Bidder acknowledges that these auctions are conducted electronically and relies on hardware and software that may malfunction unexpectedly. Auctioneer may void a sale, temporarily suspend bidding, and resell any items that were affected by malfunction. All decisions made by Auctioneer are final. AUCTIONEER RESERVES THE RIGHT TO EXTEND THE BIDDING CLOSING DATE AND TIME WITHOUT NOTIFICATION.

AGENCY DISCLOSURE

Auctioneer is representing a seller. The Bidder is a customer. The Bidder does acknowledge this agency agreement with acceptance of these Terms and Conditions.

LIMITATION OF LIABILITY

All sales are final. Auctioneer and Seller are not liable for damage to items at the time of the sale, before the sale, or after the sale. All items are sold AS IS WHERE IS and with NO WARRANTIES. Auctioneer or Seller do not make any express or implied guarantees or warranties on items and cannot be held liable as such.

REGISTRATION

AGE LIMIT

All registered bidders must be 18 years of age or older.

REGISTRATION INFO

Bidder is required to register before TWENTY-FOUR (24) HOURS OR MORE BEFORE BID CLOSING DATE AND TIME. All information is subject to verification. Registration constitutes complete agreement with the Sites terms and conditions. Auctioneer reserves the right to deny registration at its sole discretion.

VERIFICATION

All registration information must be accurate and correct. Any falsified information will make registration and any bids or won items null and void. Any payment Bidder has made will be forfeited if provided information is determined to be falsified.

PRIVACY

Bidder's information will not be shared with any other company or third party other than those described in our privacy policy. Upon registering, Bidder agrees to receive automatic emails from auctioneer about upcoming auctions, information, etc. Bidder's information will not be sold or rented. If Bidder wishes to discontinue receiving automated emails from Auctioneer, Bidder may click the unsubscribe link contained in the email to be automatically removed from the email subscribers list.

SUSPENSION AND PERMANENT BAN

If Bidder is deemed to have provided falsified information upon registration, or if Bidder has failed to honor a winning bid made under that user's registered log-in, Auctioneer reserves the right to temporarily suspend, or permanently ban Bidders access to the Site without notice.

BIDDING

ITEM DESCRIPTIONS

All information provided by Auctioneer and Seller is believed to be correct and made in good faith. Information provided in the auction description shall not be construed as warranty express or implied. Item are sold AS IS WHERE IS WITH ALL FAULTS and with NO WARRANTY. Bidder acknowledges that all items in an auction are available for inspection prior to the auction. Bidder is strongly encouraged to inspect the items to determine the nature, quality, condition, quantity and size of the. Relying solely on information provided on the Site is done so at Bidder's own risk. Some states do not allow the disclaimer of implied warranties, so the forgoing disclaimer may not apply to you.

INDEMNITY

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Seller and Auctioneer and employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys fees and expenses) related to, arising from, or associated with Bidder's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction items, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site's terms and conditions or any use by Bidder of the site or as a result of a dispute with another bidder. AUCTIONEER RESERVES THE RIGHT TO EXTEND THE BIDDING CLOSING DATE AND TIME WITHOUT NOTIFICATION.

INSPECTIONS

All bidders are strongly encouraged to inspect all property/ items for quality, nature, condition, quantity and size of the item PRIOR TO BIDDING. The provided information is made on belief of being correct and in good faith. The information provided does not constitute a warranty whether expressed or implied. It is the Bidder's right and obligation to inspect the property/item prior to bidding. All items/property are sold AS IS WHERE IS with ALL FAULTS and with NO WARRANTY. Inspection dates will be made on a per auction basis and will be made known in the particular auctions description.

RIGHT TO ACCEPT OR REJECT

The property or item is being offered for sale subject to Seller acceptance. Seller reserves the right to accept or reject any and all offers for any reason, however, the sole purpose of the Auction is to sell the item/property.

STAGGERED CLOSING

The online auction closes at intervals of one item per minute. This feature, in concert with the Dynamic Closing (below), closely emulates a live auction.

DYNAMIC CLOSING

The closing time of an item is automatically extended an additional 10 minutes whenever a bid is placed within the last minutes of the item's closing time. Example - if an item is set to close at 4:30 pm, and a bidder places a bid on the item at 4:27 pm, then the item's closing time is extended to 4:37 pm. If another bid is placed at 4:36 pm, the item's closing time will be extended to 4:46 pm, and so on. This continues until no further bid is placed on the item during the final 10-minute extension.

AUCTION END TIMES

Auctions are timed events. The auction end time will be stated in that particular auctions description. Please see DYNAMIC CLOSING above.

ADJUSTMENTS

Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.

WITHDRAWAL OF PROPERTIES

Auctioneer and Seller reserve the right, for any reason, without notice, to withdraw any and all properties from auction. The Sellers of property/items sold through this Site reserve the right to reject any and all bids in their sole discretion.

DISPUTE BETWEEN BIDDERS

The final high bidder shall be designated at the end of each auction. If a dispute arises between two or more bidders, Auctioneer reserves the right to reopen bidding. Auctioneers designation of the Buyer shall be final. The laws of the State of Georgia shall govern the validity, construction, interpretation, and effect of all agreements pertaining to the auction, as well as the auction itself. If any litigation should arise between the parties to this auction that, in any way, involves this contract/invoice or should, in any way, involve the real or personal property of the auction, the venue for such action shall be Terrell County, Georgia.

After you register and receive your bidder number, IF YOU ARE NOT A REGULAR CUSTOMER OR KNOWN BUYER, WHICH REGULARITY AND/OR FAMILIARITY SHALL BE DETERMINED BY J. DURHAM AND ASSOCIATES, INC. IN ITS SOLE DISCRETION, you will be required to make a $2500.00 bid deposit before your bidder number will be activated. Mail your bid deposit check, Attention: Joe Durham, payable to J. Durham & Associates, Inc. to 1216 Dawson Road, Suite 102, Albany, GA 31707- or, contact Joe Durham to remit the deposit via wire transfer. The winning bidder’s $2500.00 deposit will be applied to the down payment. All other bidder’s deposits will be refunded within ten days after the auction closing date. We reserve the right to waive the bidder deposit for known buyers and regular customers. Bidders may be required to provide additional financial information, including but not limited to a current BANK LETTER OF GUARANTEE.

WHAT TO EXPECT IF YOU ARE THE WINNING BIDDER

Our office will call you shortly after the end of the auction. At that time, we will verify the name(s) to be entered on the contract as purchaser and on the deed.

Next, we will email you the completed contract package. The email will include directions for returning the signed documents and sending the earnest money deposit (wire, cashier's check, or cash).

All documents and earnest money must be returned within 24 HOURS.

Upon receipt of these, our office will forward the contract package to the seller for signature.

After the seller has signed, we will send to you a copy of the signed documents for your records. At the same time, copies of the documents and closing information will be forwarded to the closing attorney/title company.

Then the closing attorney/title company will contact you to schedule the closing for the property.

Prior to the closing, the attorney/title company will supply to you a copy of the preliminary HUD Settlement Statement showing the accounting of the transaction and any remaining funds that you will need to bring to closing.

Have questions or need clarification? 1-800-342-2666

Email us at JDURHAM@JDURHAMAUCTIONS.COM. We are here to help.

TERMS AND CONDITIONS OF A PERSONAL PROPERTY AUCTION FOR ONLINE BIDDING

DUE TO COVID-19, THE PREVIEW AND REMOVAL PROCESS HAS BEEN MODIFIED. ALL CDC RECOMMENDED GUIDELINES WILL BE STRICKLY FOLLOWED. IF YOU ARE NOT FEELING WELL, DO NOT COME TO THE SITE. USE SOCIAL DISTANCING AND MAINTAIN AT LEAST A 6’ DISTANCE FROM OTHERS!!

REGISTRATION DEPOSIT: In order to participate in J. Durham and Associates, Inc. online auctions, a $25.00 registration authorization by a major Credit Card prior to bidding is required at the time of registration. This deposit is just that, a deposit and not a charge. The $25 deposit may appear as a pending transaction, but is an authorization held by your financial institution. At the conclusion of the auction, the $25.00 will be released by J. Durham and Associates, Inc. and will appear on your account typically within 3 to 10 business days, subject to your financial institutions policies and procedures.

The $25.00 authorization will not be applied toward your purchases. If you do not make any purchases, the $25.00 deposit will be credited as stated above. Authorization by credit card at the time of Registration is Industry Standard Practice.

ONLINE ONLY: This is an ONLINE ONLY AUCTION. PLEASE DO NOT BID if you are unable to remove your items during the scheduled removal times. NO refunds will be issued nor charge-backs granted due to failure to remove items at the pre-designated times. After the scheduled removal, items will be considered abandoned, and you will be charged a removal fee for disposal of your items. Although from time to time, as a courtesy to bidders, we may list or link to local shippers and movers, WE DO NOT SHIP! Shipping and/or moving arrangements are your responsibility.

BUYERS PREMIUM: A 15% buyer's premium will be added to each purchase. For example, if your bids total $100.00 at check-out, you will be charged $115.00. **THE AMOUNT OF THE BUYER'S PREMIUM CHARGE MAY CHANGE WITH EACH AUCTION. YOU MUST CHECK THE SPECIFIC BUYER'S PREMIUM CHARGE RELATED TO A SPECIFIC AUCTION.**

PAYMENT: Credit Card Only - Visa / Master Card / Discover

TIME OF PAYMENT: Your credit card on file will be automatically charged for your full invoice amount at the conclusion of the auction.

TAX: GEORGIA STATE SALES TAX will be charged at the rate of 8% for Georgia. Tax is calculated on the full bid amount, including the buyers premium. If you have a resale tax certificate, email the certificate to jdurham@jdurhamauctions.com or fax to229-439-7823. Items purchased by non-local buyers for delivery out of state will not be charged sales tax. Exemptions must be approved for buyers prior to bidding, not after the conclusion of the auction.

USE CAUTION: Occasionally a bidder increases their own bid to gain an advantage over other bidders. Review all bids placed once submitted. If you have made any error in bidding, contact our office immediately by email, otherwise no price adjustment will be made. Your request must be in writing. After the auction has closed, no adjustments will be permitted. NO EXCEPTIONS!

STAGGERED CLOSING: The online auction closes at intervals of four (4) items per minute. This feature, in concert with the Dynamic Closing element, closely emulates a 'live' auction.

DYNAMIC CLOSING: The closing time of an item is automatically extended an additional 4 minutes whenever a bid is placed within the last minutes of the item's closing time. Thus, if an item is set to close at 2:00pm, and a bidder places a bid on the item at 1:58pm, the item's closing time will be extended to 2:02pm. If another bid is placed at 2:01pm, the item's closing time will be extended to 2:05pm, and so on. It is therefore important to monitor items you are bidding on by regularly refreshing the page as the auction nears closing. Closing times will vary depending on the auction, number of lots and type of property. Check closing times for each auction before bidding.

BID NOTIFICATION: If you have been outbid you will be notified by email ONLY UNTIL the last day of the auction --- **starting at midnight Eastern Standard Time on the date of auction closing notices are not sent**. To quickly review your bids and see if you have won you can utilize the "Review Bids" feature. Items on which you have been outbid on will be clearly marked.

WINNING BIDDER NOTIFICATION: Winning bidders will be sent an electronic invoice by email ONLY (you are responsible for checking your email). If you do not receive an electronic invoice, then you did not win any items at the online auction.

CLAIMS AND RECOVERY: In the event an item is not available for pickup, you must notify our on-site staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the pickup date. After 24 hours, the Auctioneer and Bidder agree that no adjustment or refund will be made.

CAUTION: For demonstration purposes various equipment may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions. We encourage all Buyers to attend the Auction Preview/Inspection to satisfy themselves of the condition of each item of interest. All items sell “AS IS-WHERE IS”. J. Durham And Associates, Inc. is the Selling Agent Only and assumes no liability for errors or omissions. Buyers are to rely solely on their own judgment and inspection as to the age, make, model, manufacturer, condition, marketability or usability of any item in the auction.

CATALOG INACCURACIES: You are bidding on the described item- not the photograph. Occasionally, the wrong photo is displayed or a substantially similar item is photographed. Always read the item description, and we encourage you to attend our preview/inspection events.

WARRANTY & CONDITION OF ITEMS SOLD: All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied by the lot number affixed to the item, without any implied or expressed warranty. Keep in mind that these items are used and may have light surface scratches and or dents / dings. Preview is suggested in order to gauge the condition of each piece. Descriptions are made in good faith and believed to be accurate, but not guaranteed. When you are not certain of the condition or use of an item, please bid accordingly. With respect to specialty items such as antiques, vehicles, and fine art, all descriptions are made in good faith, but such descriptions do not warrant authenticity, grading, or condition. Preview is recommended to gauge the exact nature and condition of all items. Buyers and their agents hold harmless the seller and J. Durham And Associates, Inc., against any personal injury or property damage occurring on the premises. ONLY BUYERS AND THEIR AGENTS ARE PERMITTED ON SITE AFTER THE AUCTION HAS CLOSED AND ITEM PICKUP HAS BEGUN.

REMOVAL: Bidders are responsible for their own packing and removal. J. Durham And Associates, Inc., will not provide assistance with packing, lifting, or loading. Bring your own boxes and packing material. Any item NOT picked up by the set time will be considered abandoned. Removal shall be at the expense, liability, and risk of the purchaser. Bidders and their agents assume all liability for any personal injury or property damage occurring on the premises and agree to hold harmless Seller and Auction Company against any claim for personal injury or property damage. Purchases will be released upon presentation of a paid email receipt and Third Party Release Form (if applicable) with photo identification. Please insure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location. No items will be released without a paid email receipt. No shipping!

IMPORTANT! The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser, items not paid for and/or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.

CHOOSE WISELY: We want everyone to get a good deal, and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients are not willing to assume the cost of your mistakes. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

CERTAIN RIGHTS RESERVED: The Auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices; cancel, suspend, extend or reschedule an individual item and/or auction event; make changes to the auction closing times or inspection or removal times.

ARBITRATION: Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue will be Terrell County Georgia.

LIABILITY: Auctioneers and Sellers liability shall be limited to the refund of bidder's purchase price. By registering and participating in this auction, you specifically disclaim any other claim available at law or in equity.

LIMITATIONS: The above stated Terms cannot be altered except in writing by the Auctioneer.

REGISTRATION INSTRUCTIONS: You must FIRST register to bid. Go to the registration page or click the "Register" button. Once you submit your information, you will receive an email with your bidder number and you will use the password that you created. Then go to the catalog, place your bids. Also, you can utilize the MAXBID system where you can put in your starting bid and your highest bid. Your maximum bid is confidential and the software will bid up to that point only if other bids are received.

TECHNOLOGY DISRUPTIONS: Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder’s internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, extend, delay, continue, reschedule, or suspend, or close the Auction because of disruptions caused by technology failures, even after bidding has started.

FAILURES BY ONLINE AUCTION PLATFORM PROVIDER AND ITS AFFILIATES OR CONTRACTORS: Auctioneer may use an Online Auction Platform Provider to facilitate the Online Auction. Under NO circumstances will the Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its duties or obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their duties and/or obligations. AUCTIONEER RESERVES THE RIGHT TO EXTEND THE BIDDING CLOSING DATE AND TIME WITHOUT NOTIFICATION.

DISCLOSURE: AS DETAILED IN RULE 55-10-.03 (3) , OF THE GEORGIA AUCTIONEERS COMMISSION: ANY AUCTION SALE IS, WITHOUT REQUIREMENT OF ANNOUNCEMENT AT ANY TIME, PRESUMED TO BE WITH RESERVE UNLESS THE PROPERTY IS/ARE, IN EXPLICIT TERMS PUT UP AT “ABSOLUTE AUCTION”. ACCORDING TO RULE 55-10-.01 (4) (b) , J. DURHAM AND ASSOCIATES, INC. AND OUR SELLERS HEREBY GIVE NOTICE THAT BIDS MAY BE MADE BY THE SELLER, OR UPON THE SELLER’S BEHALF, AT ANY AUCTION WITH RESERVE.

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and in good faith. It is the Bidder's responsibility to confirm that the provided information is correct. Relying on provided information without inspecting yourself is the Bidder's risk. The Bidder must rely solely on their personal inspection of the item being sold. All items are being sold AS IS WHERE IS with NO WARRANTY, either express or implied, and WITH ALL FAULTS. Please review all information, personally inspect the item being sold yourself, and seek assistance before bidding. No improvements or repairs to items for sale will be made by the Seller or Auctioneer.

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Auctioneer is representing a seller. The Bidder is a customer. .The Bidder does acknowledge this agency agreement with acceptance of these Terms and Conditions.

LIMITATION OF LIABILITY

All sales are final. Auctioneer and Seller are not liable for damage to items at the time of the sale, before the sale, or after the sale. All items are sold AS IS WHERE IS and with NO WARRANTIES. Auctioneer or Seller do not make any express or implied guarantees or warranties on items and cannot be held liable as such.

REGISTRATION

AGE LIMIT

All registered bidders must be 18 years of age or older.

REGISTRATION INFO

Bidder is required to register before bidding. All information is subject to verification. Registration constitutes complete agreement with the Sites terms and conditions. Auctioneer reserves the right to deny registration at its sole discretion.

VERIFICATION

All registration information must be accurate and correct. Any falsified information will make registration and any bids or won items null and void. Any payment Bidder has made will be forfeited if provided information is determined to be falsified.

PRIVACY

Bidder's information will not be shared with any other company or third party other than those described in our privacy policy. Upon registering, Bidder agrees to receive automatic emails from auctioneer about upcoming auctions, information, etc. Bidder's

information will not be sold or rented. If Bidder wishes to discontinue receiving automated emails from Auctioneer, Bidder may click the unsubscribe link contained in the email to be automatically removed from the email subscribers list.

SUSPENSION AND PERMANENT BAN

If Bidder is deemed to have provided falsified information upon registration, or if Bidder has failed to honor a winning bid made under that user's registered log-in, Auctioneer reserves the right to temporarily suspend, or permanently ban Bidders access to the Site without notice.

BIDDING

ITEM DESCRIPTIONS

All information provided by Auctioneer and Seller is believed to be correct and made in good faith. Information provided in the auction shall not be construed as warranty express or implied. Item are sold AS IS WHERE IS WITH ALL FAULTS and with NO WARRANTY. Bidder acknowledges that all items in an auction are available for inspection prior to the auction. Bidder is strongly encouraged to inspect the items to determine the nature, quality, condition, quantity and size of the. Relying solely on information provided on the Site is done so at Bidder's own risk. Some states do not allow the disclaimer of implied warranties, so the forgoing disclaimer may not apply to you.

INDEMNITY

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Seller and Auctioneer and employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys fees and expenses) related to, arising from, or associated with Bidder's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction items, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site's terms and conditions or any use by Bidder of the site or as a result of a dispute with another bidder.

INSPECTIONS

All bidders are strongly encouraged to inspect all items for quality, nature, condition, quantity and size of the item. The provided information is made on belief of being correct and in good faith. The information provided does not constitute a warranty whether expressed or implied. It is the Bidder's right and obligation to inspect the item prior to bidding. All items are sold AS IS WHERE IS with ALL FAULTS and with NO WARRANTY. Inspection dates will be made on a per auction basis and will be made known in the particular auctions description.

RIGHT TO ACCEPT OR REJECT

The property or item is being offered for sale subject to Seller acceptance. Seller reserves the right to accept or reject any and all offers for any reason, however, the sole purpose of the Auction is to sell the item.

STAGGERED CLOSING

The online auction closes at intervals of one item per minute. This feature, in concert with the Dynamic Closing (below), closely emulates a live auction.

DYNAMIC CLOSING

The closing time of an item is automatically extended an additional 10 minutes whenever a bid is placed within the last minutes of the item's closing time. Example - if an item is set to close at 4:30 pm, and a bidder places a bid on the item at 4:27 pm, then the item's closing time is extended to 4:37 pm. If another bid is placed at 4:36 pm, the item's closing time will be extended to 4:46 pm, and so on. This continues until no further bid is placed on the item during the final 10-minute extension.

AUCTION END TIMES

Auctions are timed events. The auction end time will be stated in that particular auctions description. Please see DYNAMIC CLOSING above.

ADJUSTMENTS

Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.

WITHDRAWAL OF PROPERTIES

Auctioneer and Seller reserve the right, for any reason, without notice, to withdraw any and all properties from auction. The Sellers of items sold through this Site reserve the right to reject any and all bids in their sole discretion.

DISPUTE BETWEEN BIDDERS

The final high bidder shall be designated at the end of each auction. If a dispute arises between two or more bidders, Auctioneer reserves the right to reopen bidding. Auctioneers designation of the Buyer shall be final. The laws of the State of Georgia shall govern the validity, construction, interpretation, and effect of all agreements pertaining to the auction, as well as the auction itself. If any litigation should arise between the parties to this auction that, in any way, involves this contract/invoice or should, in any way, involve the real or personal property of the auction, the venue for such action shall be Terrell County, Georgia.

Have questions or need clarification? 1-800-342-2666

Email us at JDURHAM@JDURHAMAUCTIONS.COM. We are here to help.

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