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# Final reduction of overstock Motor Oil, Grease, Antifreeze/Coolant, Automatic Transmission Fluid/ATF (Motorcraft, Kendall, Castrol, and other brands). ALL PRODUCTS AT LEAST 75% BELOW DISTRIBUTOR COST.

Online Auction

11:00am CST on Friday 24th September 2021

The McPherson Companies

5051 Cardinal Street, Trussville, Alabama, United States, 35173

Asset Locations:

5051 Cardinal Street, Trussville, Alabama, United States, 35173

1911 Highway 20 West, Decatur, Alabama, United States, 35601

1230 Headland Ave, Dothan, Alabama, United States, 36303

429 South Hoyle Ave, Bay Minette, Alabama, United States, 36507

1061 West Marietta Street NW, Atlanta, Georgia, United States, 30318

2226 Peters Rd, Harvey, Louisiana, United States, 70058

101 S Pennsylvania Street, Pine Bluff, Arkansas, United States, 71601

410 S Front Street, Gurdon, Arkansas, United States, 71743

1201 Geren Street, Fort Smith, Arkansas, United States, 72908

Lot #	Description	Current Bid	Notes
1	Lot of 4 Drums - Motorcraft Mercon LV ATF AUTOMATIC TRANSMISSION FLUID 55GAL (220ga total)	\$525.00	
2	Lot of 11 Cases - Motorcraft FS FULL SYNTHETIC 5W50 Motor Oil 12X1QT	\$275.00	
4	Lot of 1 Case - NS MOTORCRAFT MERCON SP 12X1QT	\$20.00	
5	Lot of 4 Cases - MOTORCRAFT 15W40 3X5QT	\$50.00	
7	Lot of 4 Cases - MOTORCRAFT SUPER DUTY DIESEL 15W40 3X5QT	\$20.00	
9	Lot of 1 Drum - MOTORCRAFT MERCON LV ATF AUTOMATIC TRANSMISSION FLUID 55GA	\$150.00	
10	Lot of 4 Cases - MOTORCRAFT SUPER DUTY DIESEL 15W40 3X5QT	\$20.00	
11	Lot of 5 Cases - MOTORCRAFT SUPER DUTY DIESEL 15W40 3X5QT	\$30.00	
13	Lot of 39 cases - CITGO SUPERGARD 20W50 12X1Q	\$300.00	
14	Lot of 1 Drum - FAMILY SYNCON R&O 680 55 gallon	\$325.00	
15	Lot of 3 Drums - CASTROL ATF PLUS 4 AUTOMATIC TRANSMISSION FLUID 55GA (165 gallon total)	\$575.00	
16	Lot of 27 Cases - CITGO CITGARD 600 HEAVY DUTY ENGINE OIL 30W 12X1QT	\$275.00	
17	Lot of 37 Cases - CITGO SYNTHETIC BLEND 5W30 12X1QT	\$375.00	
18	Lot of 40 Cases - CITGO TRANSGARD MULTI-PURPOSE ATF AUTOMATIC TRANSMISSION FLUID 12X1 QT	\$300.00	
19	Lot of 1 Drum - TEXACO CAPELLA WF 68 55GA	\$100.00	
21	Lot of 9 Cases - TEXACO HAVOLINE 10W30 12X1QT	\$150.00	
22	Lot of 7 Drums - CHEVRON/TEXACO URSA SP 15W40 55GA (385 gallons total)	\$775.00	
23	Lot of 9 Cases - HAVOLINE PRO DS FULL SYNTHETIC 5W30 PITPACK 6GA (54 gallons total)	\$325.00	
26	Lot of 9 Cases - HAVOLINE 5W20 PITPACK 6GA (54 gallons total)	\$225.00	
27	Lot of 3 Cases - HAVOLINE PRO DS FULL SYNTHETIC DEXOS 2 EURO 5W40 PITPACK 6GA (18 gallons total)	\$90.00	
28	Lot of 4 Cases - HAVOLINE 10W30 PITPACK 6GA (24 gallons total)	\$70.00	
29	Lot of 1 Case - HAVOLINE SYNBLEND 5W20 PITPACK 6GA	\$20.00	
30	Lot of 1 Case - HAVOLINE SYNBLEND 5W30 PITPACK 6GA	\$20.00	
31	Lot of 27 Cases - HAVOLINE PRO DS FULL SYNTHETIC EURO 5W40 PITPACK 6GA (162 gallons total)	\$850.00	
32	Lot of 72 Cases - PENNZOIL DEX/MERC AUTOMATIC TRANSMISSION FLUID ATF 6X1QT	\$525.00	
34	Lot of 64 Cases - CHEVRON DELO 400 SDE 15W40 3X1GA (192 gallons total)	\$1,300.00	
35	Lot of 1 drum - CHEVRON DELO SYNTHETIC GL GEAR LUBRICANT 75W90 400 LB Drum	\$325.00	
36	Lot of 10 Pails - CHEVRON DELO SYNTHETIC GL 75W90 35LB PAIL	\$325.00	
38	Lot of 1 Drum - CHEVRON CAPELLA P 68 55GA DRUM	\$200.00	
39	Lot of 1 Keg - CHEVRON DELO HD MOLY 5% EP2 120 LB KEG	\$100.00	

Lot #	Description	Current Bid	Notes
40	Lot of 2 Drums - CHEVRON AW 32 HYDRAULIC OIL 55GA (110 ga total)	\$175.00	
41	Lot of 1 Drum - CHEVRON ATF AUTOMATIC TRANSMISSION FLUID MD3 55GA	\$100.00	
42	Lot of 1 Drum - CHEVRON DELO ELC A/F ANTIFREEZE/COOLANT CONCENTRATE 55GA	\$150.00	
43	Lot of 1 Keg - CHEVRON DELO SYNTHETIC GEAR LUBRICANT 75W90 120LB KEG	\$100.00	
44	Lot of 5 Pails - CHEVRON HYDRAULIC AW 32 5GA (25 gallons total)	\$40.00	
45	Lot of 3 Pails - CHEVRON RPM GEAR OIL 85w140 35LB (15 ga total / 105 LBS)	\$20.00	
46	Lot of 1 tote BULK OIL - CHEVRON URSA SUPER PLUS EC 15W40 TOTE (260 total gallons)	\$725.00	
47	Lot of 14 Cases - CHEVRON DELO HD MOLY 5% EP 2 GREASE 10x14oz cartridges	\$80.00	
48	Lot of 4 Drums - KENDALL MERCON V ATF AUTOMATIC TRANSMISSION FLUID 55GA (220ga total)	\$350.00	
49	Lot of 1 Drum - FAMILY SYNCON R&O 100 55GA	\$300.00	
50	Lot of 1 Drum - CONOCO TACNA GREASE HD #2 400LB	\$175.00	
51	Lot of 1 Drum - KENDALL VERSATRANS ATF AUTOMATIC TRANSMISSION FLUID 55GA	\$150.00	
52	Lot of 4 Kegs - KENDALL L427 SUPER BLU GREASE 120LB ea (480 lbs total)	\$175.00	
53	Lot of 2 Drums - CONOCO/Phillips 66 T5X OFFROAD HYDRAULIC FLUID 10WT (110ga total)	\$150.00	
54	Lot of 12 Pails - KENDALL SUPER-D XA(TI) SYNTHETIC BLEND 10W30 5GA ea (70 gallons total)	\$125.00	
55	Lot of 4 Cases - KENDALL L-427 SUP BLU HIGH TEMP EP GREASE 12LB (48lbs total)	\$70.00	
56	Lot of 16 Cases - KENDALL NS-MP HYPOID 80W90 12x1QT GEAR LUBRICANT	\$150.00	
57	Lot of 4 Cases - KENDALL VERSATRANS ATF AUTOMATIC TRANSMISSION FLUID 12X1QT	\$30.00	
58	Lot of 2 Pails - CONOCO-Phillips 66 SYNCON EP 320 GEAR OIL 35LB/5GA (70 lbs total)	\$40.00	
59	Lot of 5 Cases - FLEET SUPREME EC 15W40 HEAVY DUTY DIESEL ENGINE OIL 4X1GA (20 gallons total)	\$80.00	
60	Lot of 7 Cases - KENDALL HIGH PERFORMANCE GT-1 MOTOR OIL (TI) SAE50 12X1QT	\$80.00	
61	Lot of 2 Cases - KENDALL VERSATRANS LV ATF AUTOMATIC TRANSMISSION FLUID 12X1QT	\$10.00	
62	Lot of 1 Pail - CONOCO-Phillips 66 MULTIPLEX RED #1 LITHIUM GREASE 35LB/5GA	\$20.00	
63	Lot of 1 Drum - CONOCO-Phillips 66 MEGAFLOW AW 150 HYDRAULIC OIL 55GA	\$150.00	
64	Lot of 2 Cases - KENDALL VERSATRANS LV ATF SYNTHETIC AUTOMATIC TRANSMISSION FLUID 12x1QT Case	\$10.00	
65	Lot of 8 Drums - KENDALL MERCON V ATF 55GA (440 gallons total)	\$725.00	
66	Lot of 1 Keg - KENDALL L-427 SUPER BLU GREASE 120LB keg	\$40.00	
67	Lot of 2 Cases - KENDALL SUPER-D XA (TI) SYNTHETIC BLEND DIESEL ENGINE OIL SAE10W30 4x1 Gallon Case	\$20.00	
68	Lot of 4 Drums - KENDALL GT-1 FULL SYNTHETIC (TI) EURO OIL 5W30 55GA (220ga total)	\$450.00	
69	Lot of 3 Drums - KENDALL MERCON V ATF AUTOMATIC TRANSMISSION FLUID 55GA (165 ga total)	\$250.00	

Lot #	Description	Current Bid	Notes
70	Lot of 1 Drum - CONOCO FM FOOD MACHINERY OIL 220 55GA drum	\$175.00	
71	Lot of 1 Drum - CONOCO FM FOOD MACHINERY OIL 32 55GA	\$150.00	
72	Lot of 1 Drum - KENDALL GT-1 FULL SYNTHETIC (TI) EURO MOTOR OIL 5W40 Drum	\$100.00	
73	Lot of 1 Drum - KENDALL GT-1 HIGH MILEAGE MOTOR OIL SYN BLEND HMMO (TI) 5W20 55GA DRUM	\$80.00	
74	Lot of 1 Drum - CONOCO-Phillips 66 T5X HD HEAVY DUTY MOTOR OIL 30WT 55GA	\$80.00	
75	Lot of 12 Cases - KENDALL GT-1 HMMO HIGH MILEAGE MOTOR OIL (TI) 10W30 12X1QT cases	\$150.00	
76	Lot of 11 Cases - KENDALL GT-1 FULL SYNTHETIC MOTOR OIL (TI) 10W30 12x1QT case	\$150.00	
77	Lot of 6 Cases - KENDALL SUPER-D XA(TI) SYN BLEND DIESEL ENGINE OIL DEO 15W40 12x1QT	\$100.00	
78	Lot of 4 Cases - KENDALL GT-1 FULL SYNTHETIC EURO 5W30 12x1QT CASE	\$80.00	
81	Lot of 77 Cases - CASTROL TRANSMAX MV DEX/MERC ATF AUTOMATIC TRANSMISSION FLUID 6X1QT	\$850.00	
82	Lot of 15 Master Packs - CASTROL HD LITHIUM EP2 HEAVY DUTY GREASE NGLI#2 - 40 X 14OZ CARTRIDGES ea ( 600 cartridges total )	\$350.00	
83	Lot of 17 Pails - CASTROL ROCK DRILL OIL MEDIUM 460 5ga pails (85 gallons total)	\$350.00	
84	Lot of 2 Drums - CASTROL TECTION HD-DEO Heavy Duty Diesel Engine Oil 15W40 (CI4+) 55GAL (110ga total)	\$475.00	
85	Lot of 1 Drum - CASTROL MC 4 STROKE 10W40 55GAL	\$125.00	
86	Lot of 4 Pails - CASTROL AXLE FD 1 Drive Lubricant 80W140 5GA each (20 gallons total)	\$175.00	
87	Lot of 1 Keg - CASTROL SHL 00 NGLI #00 GREASE 110LB keg	\$100.00	
88	Lot of 1 Keg - CASTROL SYNGEAR CD 50 Heavy Duty Transmission Fluid 110LB keg	\$90.00	
89	Lot of 4 Pails - CASTROL PARADENE AW Anti-Wear Hydraulic Fluid ISO 68 5GA (20 gallons total)	\$60.00	
90	Lot of 4 Cases - CASTROL GTX HM High Mileage 5W20 6X1QT	\$60.00	
92	Lot of 13 Cases - CASTROL GTX HM High Mileage Motor Oil 10W30 6X1QT case	\$225.00	
93	Lot of 95 Cases - CASTROL SYNTEC Full Synthetic W/SPT 10W40 motor oil 6X1QT	\$850.00	
94	Lot of 26 Pails - CASTROL ROCK DRILL OIL MEDIUM 460 5GAL pails (104 ga total)	\$475.00	
95	Lot of 8 Master Packs (4 cases each) - CASTROL PYROPLEX BLUE 2 Water Resistant EP Grease 40x14oz cartridges (320 cartridges total)	\$200.00	
96	Lot of 2 Drums - CASTROL AUTOMOTIVE A/F Antifreeze 55GA (110 gallons total)	\$275.00	
97	Lot of 1 Drum - CASTROL HYPURON ADVANCED FORMULA 10W30 55 gallon Drum	\$200.00	
98	Lot of 1 Drum - CASTROL GTX 5W20 55GA drum	\$125.00	
99	Lot of 15 Cases - CASTROL GTX HM High Mileage Synthetic Blend 20W50 6x1QT case	\$125.00	
100	Lot of 4 Boxes - CASTROL GTX 5W30 EPACK 6 GALLON Box (24 gallons total)	\$80.00	
101	Lot of 1 Pail - CASTROL ALPHA HC Synthetic ISO 150 5GA pail	\$30.00	
102	Lot of 1 Pail - CASTROL CONTRACTOR MOLY GREASE NLGI #2 35LB pail (5ga)	\$20.00	

Lot #	Description	Current Bid	Notes
103	Lot of 4 Cases - CASTROL TRANSMAX Dex/MERC MV ATF Automatic Transmission Fluid 6x1QT case (24 qts total)	\$50.00	
104	Lot of 1 Case - CASTROL IMPORT MV ATF Automatic Transmission Fluid 3x1GA	\$10.00	

Inspection Information:

By Appointment Only.

## Sales Terms:

All items are sold as-is, where-is. No warranties. - Payment must be made within 48 hours of receiving invoice. - Pick up/shipping arrangements must be made within 2 weeks of paying invoice. - Packaging may be soiled/damaged or shipping boxes may be unsealed. Primary containment packaging still factory sealed unless otherwise noted. Sales Terms TERMS AND CONDITIONS: PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Purchaser") and The McPherson Companies, Inc. or McPherson Oil (the "Seller"). Only the entity that is selling the item to you shall be liable or otherwise responsible for anything stated herein. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THE SELLER WILL NOT WAIVE ANY TERM OR CONDITION CONTAINED HEREIN AND PUTS ALL PURCHASERS ON STRICT NOTICE THAT THESE TERMS SHALL BE ENFORCED. 1. ENTIRETY: These Terms and Conditions constitute the sole, entire, and exclusive agreement between Purchaser and Seller in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements. Seller objects to, rejects, and will not be bound by any additional, different, or inconsistent terms or conditions in any acknowledgement, confirmation, or other document from Purchaser, and Seller's acceptance of Purchaser's bid does not constitute acceptance of any additional, different, or inconsistent terms or conditions from Purchaser. No conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions will be binding unless hereafter made in writing and is signed by an authorized representative of each of Purchaser and Seller. 2. REMOVAL: Purchaser is responsible, at Purchaser's sole cost and expense, for removal and pick up of purchased item(s) from Seller's facility (as designated by Seller). Purchaser must pick up items at the location designated by the Seller within five (10) business days upon being notified that purchased items are ready for pick up. Purchased items can only be removed once full payment, including removal costs and taxes, is received by Seller. The Purchaser is responsible for paying all fees associated with removal and/or dismantling the purchased items. The Purchaser hereby indemnifies and holds the Seller harmless against removal fees, dismantling fees and/or delayed removal not being posted or announced whether known or unknown by the Seller. The Seller shall prepare purchased items for loading onto Purchaser's transport; F.O.B. on Seller's site. Ownership and risk of loss in a purchased item will pass to Purchaser upon the purchased item being loaded onto Purchaser's carrier at Seller's facility. Upon failure of Purchaser to collect goods within time specified as posted or announced, the Seller shall have the option in its sole discretion of removing and storing the purchased items at the expense and risk of the Purchaser or may resell the purchased items without notice at public sale or otherwise dispose of goods at the sole risk and expense of the Purchaser. The Purchaser shall remain liable for any losses, expenses and damages arising from the Purchaser's failure to make payment or to obtain the purchased items within the time specified by the Seller. The Purchaser hereby indemnifies and holds the Seller harmless against all losses, damages, expenses, including legal fees and transportation expenses arising directly or indirectly from the Purchaser's failure to make timely payment or to pick up purchased items within the time(s) specified by the Seller. Seller's measurements of the purchased items shall be final. 3. IDENTIFICATION: Purchaser is required to register prior to becoming an "Approved Purchaser". Purchaser is required to give their full name or business name; permanent street address (P.O. Boxes will NOT be accepted or approved); phone number(s); email address, valid credit card and website, if applicable. The information collected by the Seller shall be used for the purposes of verifying identity of the successful Purchaser on certain lots of items, to enforce the terms of the auction, for collection measures on failure to pay or to pick up purchased items on the part of the Purchaser, and for other implementation, transactional and collection purposes. 4. DEPOSITS AND PAYMENT: Full payment is due within 23 hours of receipt of invoice. Only wire transfer, credit card and PayPal are accepted payment methods. Additional payment processing charges and late fees may apply for invoices paid via collection measures on failure to pay or to pick up purchased items on the part of the Purchaser. Seller will have the right to charge interest at the maximum amount allowed by law on all late payments. Purchaser shall be responsible and liable for all taxes, duties, and customs charges. 5. COMPLIANCE WITH TERMS OF SALE: In default of payment of the purchase price in full within the time therein specified, lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice (by the Seller), and any deficiency, together with all expenses and charges of resale including legal fees, will be charged to the defaulting Purchaser. 6. RIGHTS RESERVED: The Seller reserves the right to reject any bid. Subject to Seller's right to reject bids, the highest Purchaser acknowledged by the Seller will be the purchaser. In the event of any dispute between Purchasers, or in the event of doubt on the part of Seller as to the validity of any bid, the Seller will have the final discretion either to determine the successful Purchaser or to reoffer and resell the article in dispute. If any dispute arises after the sale, the Seller's sale record is conclusive. The Seller further reserves the right to withdraw any item(s) at any time before the actual sale is consummated. 7. OWNERSHIP: All items become the sole responsibility of the Purchaser immediately at the expiry of the time allotted for pickup of the item. Although the Seller will exhibit reasonable care to safeguard purchases, until removed by Purchaser, no refunds or adjustments will be allowed for any shortages. Once the purchased item has left the building, there will be no adjustments. If for any reason whatsoever a purchased item as bid cannot be delivered within that period of time of delivery provided for at the sale, the Purchaser expressly waives any liability on the part of the Seller and further agrees that any obligation with respect thereto shall be limited to the bid and paid for price for said purchased items. Purchaser shall comply with all applicable laws, rules and regulations regarding the ownership, possession, shipping, export, handling, sale, storage, and use of the purchased items. Purchaser is not permitted to return or exchange any purchased items. 8. WARRANTY WAIVER: SELLER SHALL CONVEY TO PURCHASER THE PURCHASED ITEMS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, MERCHANTABILITY OR ITS FITNESS FOR PURCHASER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. PURCHASER AGREES TO ACCEPT THE PURCHASED ITEMS "AS-IS"--"WHERE-IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR ITS FITNESS FOR PURCHASER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED, ARE EXCLUDED. SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO PURCHASER. 9. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE, EITHER IN CONTRACT OR IN TORT OR OTHERWISE FOR (I) ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, INCOME OR PROFITS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SELLER IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER AND/OR (II) DAMAGES IN EXCESS OF ONE HUNDRED US DOLLARS (US\$100.00). 10. PERSONAL AND PROPERTY RISK: Persons attending during exhibition, sale, pick up, or removal of purchased items assume all risks of damage of or loss to person and property and specifically release and indemnify the Seller from

liability therefore. Neither the Seller nor its principal, consignor, agents, employees, directors, or officers shall be liable by reason of any defect in or condition of the premises in which the sale is held or the condition of the premises where purchased items are stored or held for removal and pick-up. Purchaser shall comply with all of Seller's security and safety rules and standards at the pickup site. 11. RECORDS: The record of sale kept by the Seller will be taken as final in the event of any dispute. 12. BIDS: The Seller shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid. 13. INDEMNITY The Purchaser shall defend, indemnify and hold Seller, its affiliates, and their respective employees, officers, directors, and suppliers harmless from and against any claims, demands, causes of action, losses, damages, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees), incurred by Seller arising from or in any way connected with the ownership, possession, shipping, handling, sale, storage, or use of the purchased items that are the subject of this agreement; any act or omission of Purchaser or any of its personnel, contractors, suppliers, carriers, or agents; and/or Purchaser's breach of these Terms and Conditions. 14. SHIPPING: The Seller will contact the Purchaser for shipping arrangements ONLY when the purchased items have been paid in full AND the Seller has completed preparing the items for shipping. All pickups are by appointment only. The Purchaser will be responsible for providing all shipping related documentation to the Seller upon being notified that the purchased item is ready for delivery. All items must be picked up within five (5) business days upon being notified that purchased items are ready for pick up. The Seller will regard purchased items as abandoned if Purchaser fails to retrieve the purchased items after 7 business days. 15. DISMANTLING: The Seller, unless announced or made public, will not dismantle any products or items listed in the auction. All items will be made available for pickup by Purchaser as seen in the auction and/or auction photos. If announced or made public, the Purchaser is responsible for paying all fees associated with dismantling. 16. RESALE: Purchaser shall not, directly or indirectly, resell, ship, or export the items purchased outside of the USA. In a written and signed agreement with each and every buyer of the purchased items from Purchaser, Purchaser shall include these same restrictions and Purchaser shall require such buyers to include these same restrictions in its resale contracts. Purchaser shall promptly inform Seller if Purchaser becomes aware of any violation of this clause. 17. FORCE MAJEURE: Seller shall not be responsible for any failure to perform or delay in performing any of its obligations under these Terms and Conditions or with respect to the sale of the purchased items where such failure or delay results from causes outside the reasonable control of Seller. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, civil commotions, labor disputes, or the like. 18. GOVERNING LAW: These Terms and Conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. Without prejudice to the foregoing, these Terms and Conditions shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods. 19. GENERAL Any phrase introduced by the terms 'including', 'includes', 'in particular', "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. No failure by Seller to enforce any right under these Terms and Conditions shall be considered to be a waiver of any form of such right. A waiver will only be effective if in a writing signed by Seller. The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. If a term of these Terms and Conditions is held not to be valid by any competent court or authority, then it should be read to the full extent that it is valid or, to the extent required, deleted. The other terms of these Terms and Conditions shall continue in full force unaffected. 20. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Seller by announcement or posted on the premises or website prior to the auction. Requirements: Require W9 ReSeller agreement Environmental fee might be added Taxes.



## Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered.

## Removal Terms:

Contact for Quote - Can assist with loading, customer pick-ups and providing direct shipment quotes.

## Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.