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Auction of Ferguson Electric Construction Co. Utility Trucks and Vehicles

Online Auction

5:00pm EST on Thursday 16th December 2021

ARCA Auctions

6010 N. Bailey Ave, Suite 5, Buffalo, New York, United States, 14226

Asset Locations:

580 Tifft St, Buffalo, New York, United States, 14220

Lot #	Description	Current Bid	Notes
1	2008 Freightliner M2 55 Ft Boom Truck	\$3,000.00	
2	Altec DB37 Rearlot Digger/Bucket	\$4,700.00	
3	2008 International 4300 55 Ft Boom Truck	\$8,100.00	
4	2008 International 4300 55 Ft Boom Truck	\$8,300.00	
5	1999 J Bend Car Hauler Trailer	\$2,000.00	
6	1979 Hycaloader Flat YW	\$500.00	

Inspection Information:

Sold - "as is / where is" - Buyer should take the opportunity to view lots as no adjustments will be made once purchased. Inspections must be set up by appointment. Please call Nick @ 888-427-2722 ext. 709 for help.

All payments must be made directly to ARCA Auctions. A BUYER'S PREMIUM OF 15% WILL BE APPLIED TO INVOICE IN ADDITION TO THE SALES PRICE AND SHALL BE PAID AS PART OF THE TOTAL PURCHASE PRICE. All SALES PRICES ARE LISTED IN US DOLLARS. SALES TAX WILL BE ADDED TO THE INVOICE UNLESS THE PROPER PAPERWORK IS PROVIDED. NO WARRANTIES: All property is sold "as is" and the Seller makes no warranties or representations (express, implied or otherwise) regarding merchantability, fitness, use, operation, or quality of the property and no statement anywhere shall be deemed such a warranty, representation or condition. Prospective Purchasers should inspect the property before bidding to determine its condition and quality. Each and every lot is sold by the Seller including all faults, defects and errors of description. Buyer is responsible to pay for all lots won during the auction. No exceptions! TERMS AND CONDITIONS: PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Purchaser") and ARCA Auctions. (the "Seller"). 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. IMPORTANT NOTICE: UNLESS OTHERWISE STATED, ALL EQUIPMENT, PROPERTY, AND MATERIALS OFFERED FOR AUCTION (the "items") ARE LOCATED IN BUFFALO, NY. INSPECTION MAY ONLY TAKE PLACE IN BUFFALO, NY BY APPOINTMENT ONLY.

1. REMOVAL: whether known or unknown by the Seller. Seller shall prepare items for loading onto your transport or one of our provided options. Upon failure of Purchaser to collect goods within time specified as posted or announced, the Seller shall Seller is responsible for removal of item(s). Items can only be removed once full payment including removal costs is received. The purchaser is responsible for paying all fees associated with removal and/or dismantling. The Purchaser hereby indemnifies and holds the Seller harmless against removal fees, dismantling fees and/or delayed removal not being posted or announced 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.

2. IDENTIFICATION: All potential Purchasers are required to register prior to becoming an "Approved Purchaser". All Purchasers are 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 Purchasers on certain lots of items, to enforce the terms of the auction, and for collection measures on failure to pay or to pick up purchased items on the part of the Purchasers. The Seller complies with relevant privacy legislation.

3. DEPOSITS AND PAYMENT: All Purchasers outside of North America will be required to pay a deposit of \$1000.00 USD as part of the registration process. The deposit will be refunded in full if the Purchaser is not the successful winner to any lots. If the Purchaser has won equipment the deposit will be applied to the final invoice and the Purchaser will be required to pay the difference if a balance remains. Full payment is due within 24 hours of receipt of invoice. Only wire transfer, credit card and certified check are accepted payment methods. Payments made via credit card will only be processed with a filled-out credit card authorization form. This form will be provided with a copy of the customer invoice. Additional payment processing charges may apply and be the responsibility of the Purchaser. Purchase price will include appropriate sales tax from each state that the Seller has a facility in, currently this includes New York. The Purchaser shall indemnify and hold the Seller harmless against any incorrectness, error, or imperfection not noted in the online catalogue whether known or unknown by the Seller. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as is" and without recourse.

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. 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 us 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 or after the actual sale.

7. OWNERSHIP: All items become the sole responsibility of the purchaser immediately at the expiry of the time allotted for 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. If you believe you are entitled to an adjustment to your invoice due to missing or damaged item(s), you must report the problem to the Auction Coordinator. Once the equipment 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 Buyer 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.

8. PERSONAL AND PROPERTY RISK: Persons attending during exhibition, sale or removal of goods 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.

9. BUYER'S PREMIUM: Buyer's premium applies to all purchases in the amount stated above.

10. RECORDS: The record of sale kept by the Seller will be taken as final in the event of any dispute.

11. BIDS: The Seller shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid.

12. THE BUYER does hereby assume and does agree to indemnify and hold the Seller and Seller harmless from any future claim, which shall pertain to the fitness or use of that asset as being purchased.

13. PACKAGING AND HANDLING: All pallets will be shrink wrapped and secured as seen on the auction website free of charge. This will not include pallet amalgamation and additional packaging. A fee will apply for any request for pallet amalgamation and/or additional packaging.

14. SHIPPING: The Seller will contact the Purchaser for shipping arrangements after the auction concludes. 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 equipment is ready for delivery. All items must be picked up within 7 business days upon being notified that equipment is ready for delivery. The Seller will regard the equipment as abandoned if Purchaser fails to retrieve the equipment 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 shipped 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. COVID19 PRECAUTIONS: We are following the guidelines set forth by the CDC. We have policies in place to ensure the safety of our staff and customers.

17. EMAIL OPT IN: By registering to participate in our auction, you are agreeing to sign up to receive any and all marketing emails from

ARCA. You may opt out to receiving marketing emails at any time through unsubscribing. At that point you will no longer receive marketing emails from ARCA. 18. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Seller by announcement or posted on the premises prior to the auction.

Payment Terms:

Full payment is due within 24 hours of receipt of the invoice. Only wire transfer, credit cards and certified checks are accepted payment methods (NO EXCEPTIONS). A 3% PAYMENT PROCESSING FEE MAY APPLY TO CREDIT CARD PAYMENTS. All sale prices are in US Dollars unless listed otherwise. All applicable sales taxes shall apply. DEPOSIT- All Purchasers outside of the USA may be required to pay a deposit of \$1000.00 USD as part of the registration process. The deposit will be refunded in full if the Purchaser does not win any lots. If the Purchaser wins any lots then the deposit will be applied to the final invoice. 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.

Removal Terms:

REMOVAL: All items are sold in AS-IS, WHERE-IS condition. REMOVAL: ARCA Auctions (Seller) is responsible for removal and packaging of item(s). Items can only be removed once full payment including removal costs is received. The purchaser is responsible for paying all fees associated with removal and/or dismantling. 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. Seller shall prepare items for loading onto transport of Purchasers choice. Upon failure of Purchaser to remit payment and select transport options 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 arrange removal of purchased items within the time(s) specified by the Seller. We are following the guidelines set forth by the CDC. We have policies in place to ensure the safety of our staff and customers. All pickups must be scheduled with the Seller.

Payment Instructions:

After receipt of the final invoice, the Purchaser must initiate payment within 24 hours. Payment instructions will be included with delivery of the invoice. For payment information contact Nick @ 888-427-2722 ext. 709 Checks must be made out to: Global Wellness Solutions Inc. Delivery Address: ARCA Auctions 6010 N Bailey Ave Ste. 5 Amherst, NY 14226