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Test Lot 3

Online Auction

12:00am CST on Friday 17th February 2017

Aucto Inc.
250 martindale road, st catharines, Ontario, Canada, l2s0b2
Asset Locations:
4920 Rogers Road, Delta, Ohio, United States, 42000

Lot #	Description	Current Bid	Notes
1.00	AGCO ALLIS 1996 TRACTOR 9435	$100.00	
2.00	CASE IH 2012 TRACTOR 180 MAGNUM	$100.00	
3.00	FORD 1989 TRACTOR 4610	$100.00	

Inspection Information:

Sales Terms:

Terms of Sale THESE TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE APPLICABLE TERMS AND CONDITIONS OF USE OF THIS WEBSITE, "MAKE AN OFFER PROGRAM", AND ELECTRONIC INVOICES. BY USING THIS WEBSITE, SIGNING UP FOR ACCESS AS A USER, AND/OR PURCHASING ITEMS FROM THIS WEBSITE YOU AGREE TO THE TERMS AND CONDITIONS SET OUT HEREIN. ANY USER OF THIS WEBSITE IS A "CUSTOMER" (also referred to as "you" and "your") UNDER THESE TERMS AND CONDITIONS. The following terms and conditions govern the sale by AUCTO ("Seller", "us", and "we") to Customer of the products and services (the "Products") listed for sale on AUCTO.COM (the "Website") by making an offer to purchase, purchasing, or accepting delivery of Products, Customer agrees to be bound by and accepts these terms and conditions. 1. Prices and Payments (a) The Customer understands that he or she will have to provide credit card or other payment information (the "Information") to the Seller in order to be able to purchase Products and services provided on this Website. The Customer represents that the Information provided shall be accurate and complete. The Seller will use the Information to charge the Customer for any purchased Products on this Web site. The Seller wants its Customers to feel safe and secure when purchase Products on our Website. For this reason we manually enter into PayPal the credit card information you provide via telephone, and do not store your credit card on or via our servers. Once received and sent to PayPal, Seller does not transmit your credit card information over the Internet again. (b) Even with the very best protection policies and safeguard procedures in place, there is always the remote possibility of fraud. If you believe unauthorized use of your credit information has occurred, follow the reporting procedures defined by your credit card's issuing bank and contact the Seller immediately. (c) The Seller reserves the right, in their sole discretion, to make any necessary updates, modifications and adjustments at any time without prior notice to Product descriptions, warranties, and prices, due to errors, product unavailability, changing costs, new market conditions, or any other business factor. (d) All prices are subject to applicable provincial, state, local, and federal sales tax, handling charges and shipping charges in accordance with the Seller's policies. (e) All orders for shipment outside of United States may be subject to additional taxes, shipping charges, customs and duties, all of which shall be paid and provided for solely by the Customer. (f) Payment is required at the time of purchase. Upon clicking "Confirm My Purchase" you acknowledge that you are agreeing to pay in full for the Product(s) ordered and that refunds will only be provided in accordance with the within Terms and Conditions of Sale. 2. Shipments (a) All Products are ordered, shipped and charged directly from the Seller. The Seller will answer all questions regarding your purchase. Customer Support contact information will be provided in your order confirmation. Product is not shipped on approval, so please be sure to check carefully the specifications and description of the Product and to ensure it fits with the application of the Product(s) you have selected when you place your order. Please be sure of all shipping information before ordering, as shipping address changes will not be allowed after order placement of an order on the Website. (b) The Seller will insure the shipment of Products through its own carrier, and in the event of aloss Seller will file a claim on your behalf for the original value paid for the Products, and you hereby subrogate all your rights pursuant to this claim to Seller upon Seller providing you with a refund of the original value you paid for the Product. (c) If you opt to ship your Products collect via the Seller's UPS account, you agree that in the you shall be responsible for any expenses incurred by the Seller in collecting the amounts due in the event of non-payment for any reason, such expenses including but not limited to shipping costs, fees paid to collections agencies, bank fees for insufficient funds, and the Seller's legal fees on a substantial indemnity basis. The availability of collect shipping for a given shipment is subject to UPS policies and Seller's sole discretion. You may also arrange your own shipping of Products by retaining your own carrier. All Products are freight on board at the Seller's warehouse, and you assume all risk and liability for any shipping costs from that point. (d) If a Product is in stock and you have opted for Seller shipping, Seller will ship that Product within 24 hours of the time of the order provided the order is received before 3 p.m. on that day ("Cutoff Time"). Seller may offer express and/or same day shipping for orders placed before the Cutoff Time, depending on your location. If the order is placed after the Cutoff Time, the Products in stock will be shipped within 48 hours. Seller will upload tracking numbers to you once the Products have been shipped. (e) You are responsible for all applicable import or customs duties, taxes, and charges, and such duties, taxes and charges are not included in the item price or shipping cost. Any information provided by the Seller regarding applicable import or customs duties, taxes, and charges should only be used as a guideline, as these charges are subject to change. (f) Territorial Restriction The Seller's Web site can be accessed from United States and other countries around the world. The Customer understands that some or all Products provided on this Web site may not be available for purchase to persons or entities residing in certain jurisdictions or geographical areas. The Seller reserves the right, in their sole discretion, to exclude or otherwise limit the provision of any Product to a person or entity residing in any jurisdiction or geographical area. The Seller does not represent or warrant in any way that any Product provided on this Web site will be available for purchase to the Customer. (g) Warranty (i) Unless otherwise provided in these Terms and Conditions of Sale, the Seller provide this Web site, the information contained within it, and the associated products and services "as is", and expressly disclaim any warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular use. The Seller does guarantee that any Products you purchase that are categorized as New, New Other, Refurbished or Used will be in good working condition at the time of delivery. (ii) Any warranty that is provided in respect of the purchase of any Product on this Website is provided solely by original equipment manufacturer and not by the Seller. (iii) The Seller makes no representations or warranties with respect to the availability of any warranties for Products. (h) Returns (i) 30-Day LIMITED GUARANTEE. Products are listed as New, New Other, Used, Refurbished or Parts. New, New Other, Refurbished and Used Condition Products are warranted to work as described and that the description of the Product is substantially accurate on the Website. Upon return of the Product by the original Customer in accordance with the return shipping requirements set out in this Website, the Seller shall inspect the returned Product. If, in the Seller's reasonable opinion the returned Product was improperly described or represented, does not work (only New, New Other, Refubished and Used Condition Products), or has been damaged during shipping, or for back-ordered Products, the Seller fails to meet the estimated lead time by over 2 days, the Seller, in its sole discretion may (a) provide an exchange of the returned Product for another identical Product; or (b) issue a full refund of the purchase price paid plus shipping and handling charges paid. Any requests for refunds under these Terms and Conditions must be made within thirty (30) days of receipt of the Product Customer intends to return. Any requests after thirty (30) days will be void. (ii) Conditions to Full Refund. Products identified and purchased as New Products must be returned in their original packaging. The removal of a Product from an original manufacturer's packaging or tampering with any factory seals will void any refund or return request. All security seals shall be in an unmodified state and match records of the Seller. (iii) Conditions to Partial Refunds. If made within the thirty (30) day period, a Customer may return an item for "Buyer's remorse" or if the Product is not appropriate for your particular use. If returning a Product under this category, Customer remains responsible for all associated shipping costs, including return and original shipping fees. Seller reserves the right to charge you an inspection fee if a returned Product appears to be damaged, missing parts, or to not be the Product delivered. 3. Limitation of Liability (a) In no event shall the Seller be liable for any indirect, special, incidental or consequential damages arising from this Website, its contents or the purchase of any Products or services provided on this Website. (b) The Seller makes

reasonable efforts to ensure the accuracy and completeness of theinformation on this Website. The Seller shall not be liable for any loss or damage suffered due to inaccurate or incomplete information relating to a Product displayed or information provided on this Website. 4. Entire Agreement (a) These Terms and Conditions of Purchase and Sale, along with the policies referred to herein,constitutes the entire agreement between the Seller and the Customer, and cancels any written or oral agreements between the parties. 5. General Terms (a) Governing Law This Agreement and its performance shall be governed by the laws of the Province of Ontario without giving effect to applicable conflict of law provisions. You consent and submit to the exclusive jurisdiction of the courts located in the Province of Ontario, in all questions and controversies arising out of your use of the site and this Agreement. (b) Assignment You may not assign, convey, subcontract or delegate your rights, duties or obligations under these Terms and Conditions of Sale. (c) Modification The Seller may at any time modify these terms and conditions and your continued use of this site will be conditioned on the terms and conditions in force at the time of your use. (d) Additional Terms Additional terms and conditions may apply to reservations, purchases of goods and other uses of portions of this Website, and you agree to abide by such other terms and conditions. (e) Severability These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability for any other remaining provisions. (f) Arbitration You agree to arbitrate any and all disputes under these Terms and Conditions of Sale, your use of the Website, or any other dispute with the Seller in accordance with the ADR Chambers Simplified Rules of Arbitration in Toronto, Ontario. The Seller may elect to proceed with arbitration or with a court proceeding.

Payment Terms:

Payment Terms We accept PayPal and major Credit Cards.

Removal Terms:

Shipping Terms Small Package Shipping We always offer combined shipping discounts for multiple items. Final combined shipping rates will depend on item weight and dimensions. We can send a combined invoice for items purchased within (1) week. If we cannot send a combined invoice, we will still honour our combined shipping discount. These discounts will be reflected on your additional invoice. We ship items within 1 Business Day of receiving cleared payments. We can ship through express or overnight UPS service at buyer's expense. Our daily shipping cut-off is 3:00PM Eastern Time. We only offer Collect Shipping via UPS. Freight Shipments If the item is to be shipped via Freight, please contact us for a shipping quote. You may also choose to have your shipment picked up by your carrier. We will palletize, strap and shrink-wrap your shipment. We offer a 7 day courtesy holding period for our clients, but shipments are subject to storage fees after 7 days. INTERNATIONAL BUYERS: Import duties, taxes, and charges are not included in the item price or shipping cost. These charges are the buyer's responsibility. Please check with your country's customs office to determine what these additional costs will be prior to bidding or buying. For shipping inquiries, please contact customer support at:1.800.123.4567

Payment Instructions:

We accept PayPal and major Credit Cards. If you need assistance with making payments, please contact customer support at: 1.800.123.4567