TERMS SHEET

Auctioning today for Mobjack Nursery, Foster, VA.

Register for buyer’s number and leave a signed check or cash deposit in the office.

Terms: in-ground stock down payment is $1,000.00 down plus 50% of gross purchase. The minimum down payment has nothing to do with the first digging payment. When you break into a row or lot, the balance of the row must be paid in full.

All in-ground stock will revert to sellers if not removed by Nov. 30 2018.

All other stock and or equipment payment due the day of auction. Payment will be by cash, certified monies, traveler’s checks, or company check with proper ID. Due to the new privacy law you must have a bank letter guaranteeing funds with you. If you do not you may be required to leave all purchases until funds are received.

To avoid paying sales tax your firm must be registered with the Va. Division of Taxation and you must present a proper Sales tax certificate with the Sales Tax number. You must call before loading or digging to make appointments and assure all monies have been paid and approved. No Sunday or Holiday digging or loading.

EVERYTHING IS SOLD AS IS WHERE IS WITH NO WARRANTY OR GUARANTEE OF ANY KIND. AUCTIONEER IS ONLY AN AGENT FOR THE SELLER.

Do not load without a paid receipt and an attendant from the nursery. The auctioneer will announce when loading may begin. Check-out is entirely the responsibility of the owner or seller. The auction company is in no way responsible for counts or conditions.

- All purchases removed at your own risk and expense.
- No trading purchases in the office.
- All items are sold as is. Auctioneer is only an agent for the seller.
- All selling options at the discretion of the auctioneer.
- All announcements made auction day supersede prior advertising

Any purchases in the ground or on the premises of the owner, after removal dates, revert back to the seller or owner.

Removal dates: Container stock to be removed by Nov. 30th 2017 unless other arrangements are made with sellers. Storage is available with sellers and has nothing to do with auctioneers or auction company. Unless storage is arranged with sellers all container stock will revert to sellers after Nov. 30. No exceptions!!

Hours: 8 am to 3 pm must check in at office. Phone: 800-729-6625
ADDITIONAL TERMS

PAYMENT WILL BE MADE AT OR BEFORE THE CONCLUSION OF THE AUCTION.

It is up to the buyer to inspect groupings of multiple lots of similar material for size consistency to bid accordingly.

Removal: All removal arrangements/digging are the responsibilities of the buyer. Auction company and nursery management are in no way responsible for any digging/hauling arrangements made after any purchase.

All plant removal arrangements will be made at least 24 hours in advance by contacting the nursery.

There will be no digging or removal of plant material without removal management present for lot designation.

No picking and choosing of plants out of your designated area.

Removal of plant material that is not designated to “be my purchase” is considered theft and subject to penalty by law.

Auctioneer is acting as an agent for the seller and is not responsible for counts and conditions of inventory within the auction.

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, inspection or removal times.

The auctioneer will have the option of reselling, removing, storing, or abandoning, at the expense and risk of the purchase, 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 abandon items.

These are subject to amendments and modifications announced by the auctioneer at the time of the auction. Any person participating in the auction shall be bound by the following terms and conditions. The auctioneer does not warrant the accuracy, genuineness, authenticity, description, weight, count or measure of any listing specified herein.