

TERMS OF SALE: USDA and EG&G
Terms & Conditions of Sale
for USDA Online Auction
April 26 - May 4, 2010
Updated 4/27/10

(LONGBEACH03001 – Wooden Blind Slats)

PLEASE NOTE: all persons bidding on this on-line sale are responsible to read, understand, and comply with the terms of sale as specified herein to be bound thereby.

REGISTRATION: To bid on this auction, all bidders are required to become qualified by placing a deposit. If the winning bidder fails to perform on any auction, the entire BidDeposit will be forfeited to the seller. Note: Each registered bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

Non-winning bidders' deposits are refunded within (10) ten business days after the close of the auction. This deposit cannot be applied to other auctions.

To find out more about the BidDeposit requirement, [click here](#).

CONDITION & DESCRIPTION: The condition of the items being offered varies from "NEW" to "SALVAGE." The buyer understands and agrees; (1) that any description or sample of the merchandise given or furnished by EG&G is derived from records and documents, that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." EG&G MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS.

INSPECTION: Bidders are urged to inspect merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Merchandise is available for inspection only at places and times specified by EG&G. Absolutely no access to merchandise is allowed without prior EG&G authorization. EG&G may, at its discretion provide photographs, slides/samples, or a video presentation during the sale as a courtesy to bidders. Bidders are warned against bidding

on any lot(s) based solely on the sample displayed or on the basis of photographs. EG&G makes no warranty in relation to these samples or photographs.

DEPOSIT: A deposit (BidDeposit) in the amount of \$100 is required to bid, either by Certified Check (U.S. funds only) or Wire Transfer. Cash, personal or business checks, bank letters, check cards, debit cards, credit cards, or letters of credit are not accepted.

Certified Check: Certified check payments are accepted as a deposit for bidder qualification, but only become available three (3) business days after receipt. These funds must be mailed or express delivered to Bid4Assets - Please do NOT attempt to deposit check/funds directly to the escrow bank account. The funds, once cleared, are placed as a qualified bidder deposit into your My Bid4Assets. **At the close of the auction, if you are the winning bidder, the funds will be held until final payment is made and then returned to you via a check, payable to you and sent to the address on your Bid4Assets user profile. They cannot be used as down payment for auction purchases.** If you do not win, the funds are returned to you via a check, payable to you and sent to the address on your Bid4Assets user profile. If, as a winning bidder, you do not perform on the auction, you forfeit your deposit to the seller.

Wire Transfer: A wire transfer is a transfer of money from one bank account to another. The actual transfer is done by the bank, and neither the sender nor the recipient of the money sees or touches the actual funds. You must contact your bank by phone, the Internet or in person and provide to send a wire transfer. A Wire Transfer takes two business days to process and appear in your Bid4Assets deposit account. Do not wait for the last day of the auction to place your Wire Transfer as it will not clear in time for you to bid. Bid4Assets will send a confirmation message when your deposit has been received and processed. You will be notified by email and a message will appear in your My Messages section of the MyB4A section of the site.

FINAL PAYMENT: Final payment(s) must be made by Friday, May 7, 2010. Only cashier's check may be used for final payment. Cash, personal or business checks, bank letters, check cards, debit cards, credit cards, bank wires or letters of credit are not accepted. Cashier's checks must be made payable to USDA APHIS and be sent to: EG&G, 10687 Gaskins Way, Suite 101, Manassas, VA 20109, Attn: USDA Auction.

NO EXTENSIONS FOR FINAL PAYMENT.

PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED.

REFUNDS: EG&G makes no refunds, adjustments, or returns. All purchases are final.

DEFAULT: Failure to make required payments or merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the merchandise. Said merchandise shall revert and repossess to the United States Government

without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer.

RESERVE: EG&G reserves the right to accept or reject any and all bids. Merchandise is offered subject to acceptance of the seller, unless the merchandise, in explicit terms, is offered without reserve. If reserve price is not achieved, the auctioneer may withdraw the merchandise at any time until he announces completion of the sale.

REMOVAL: Merchandise must be paid in full before removal - no partial release of any lots. All merchandise in a lot must be released to original buyer at one time. Buyer must present a photo I.D. at the time of merchandise release. EG&G WILL NOT SHIP ANY ITEMS. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE THE MERCHANDISE PURCHASED BY THE REMOVAL DATE. Should registered buyer wish to send an agent to pick up merchandise, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf. Removal must be completed on or before the date below or buyer will default the terms of sale and merchandise will be resold by USDA. Successful online bidders will be solely responsible for the removal and shipment of their purchases. Removal must be completed on or before May 14, 2010, and is by appointment only. Merchandise is located at:

Schaefer Brothers Warehouse
1981 East 213th Street
Carson, CA 90749

NO EXTENSIONS FOR MERCHANDISE RELEASE.

ADDITION OR DELETION FROM SALE: EG&G reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. EG&G reserves the right to sell all of the items listed in bulk, whenever the best interests of the U.S. Government will be served.

DISPUTES & REBIDS: The EG&G Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

ANNOUNCEMENTS: Announcements made on day of sale shall take precedence over previous information pertinent to that merchandise. Announcements do not alter in any way the basic terms and conditions of sale.

ADDITIONAL TERMS & CONDITIONS: Before placing a bid, you are required to read and agree to comply with the USDA and EG&G Terms and Conditions of Sale. By submitting a bid, you acknowledge full understanding of the Terms and agree to be bound by them. Therefore, you are cautioned to carefully read all applicable terms and conditions. Deposit of \$100 required.

The successful Bidder's deposit will be held until full and final payment is received via cashier's check. At the conclusion of the bidding, an e-mail will be sent to the high bidder confirming the bid amount. The high bidder must acknowledge receipt of the notice and supply the information requested to validate bid acceptance. This acknowledgement confirms the price offered by the

bidder and is subject to acceptance by the Government. The Government reserves the right to reject any or all bids.

Once the Government accepts a bid, a contract is established and the successful bidder may not withdraw the bid. Unilateral conditions asserted by any bidder will not be accepted.

The bidder who placed the bid accepted by the Government, is legally bound to pay for merchandise awarded to him/her in accordance with the successful bid. Payment of the full purchase price must be made within the time specified in the Terms of Sale and in the lot description on the auction site.

If the successful bidder does not perform, the bidder will forfeit the \$100 Deposit to the USDA.