



WORLEY AUCTIONEERS & APPRAISERS, INC.

Buyer / Bidder Terms & Conditions

For the purposes of these Terms & Conditions, the following definitions apply as a matter of convenience: "Worley," "Auctioneer," "we," "us," or "our" means Worley Auctioneers & Appraisers, Inc., an Ohio corporation. "Bidder" or "Buyer" means any person or entity registering for or participating in the auction.

Auction Information

- **Auction Location / Property Address:** 6439 Pinehurst Ln., Mason OH 45040
- **Bidding Starts to Close:** Wednesday, August 19, 2026, at 2pm Eastern
- **Preview / Inspection/ Open House:** Tuesday, August 18th (5pm-7pm)
- **Removal / Pickup (Personal Property):** Thursday, August 20th (11am-1pm)

Property Type Applicability

These Auction Terms apply to all real estate sold at auction, including residential property, vacant land, and commercial property. Additional requirements and disclosures may apply depending on the property type. Where an addendum applies, it shall control in the event of any conflict with these Auction Terms.

Real Estate Auction Has Reserve; Seller Confirmation

This auction is conducted with reserve and is subject to Seller confirmation unless expressly stated otherwise in writing. The high bid is an offer that may be accepted or rejected by Seller within twenty-four (24) hours of auction close. Buyer's offer is irrevocable during the confirmation period. If Seller rejects the offer, Buyer's sole remedy is return of any deposit actually received. Buyer must execute the Purchase Contract, incorporated by reference, within (24) hours.



Property is offered as is, where is with no warranty of any kind, express or implied, including merchantability and fitness for a particular purpose, subject to all easements, restrictions, zoning, covenants, and other matters of record.

Bidders shall rely on their own inspection and not upon any description by the auctioneer, owner, or employees/agents of either. No liability for accuracy, omissions, or errors is assumed by the auctioneer, owners, or their agents.

Eligibility & Registration

By registering and bidding, Bidder represents and warrants that they are at least 18 years of age and legally capable of entering into binding contracts. Registration constitutes Bidder's agreement to these Terms & Conditions.

A valid major credit card is required to register. Worley requires a \$25 authorization hold at registration. This is not a charge and will be released at the conclusion of the auction, subject to the policies of Bidder's financial institution. The authorization will not be applied toward purchases.

Buyer's Premium

A **10% buyer's premium** will be added to the final hammer price of the real estate.

A **20% buyer's premium** will be added to the final hammer price of each lot of personal property purchased, regardless of payment method.

Bidding Responsibility

Bidder is solely responsible for understanding the auction process and for all bids placed under their bidder number. All bids are final and binding once submitted.



Item Descriptions & Inspection

Item descriptions are provided to the best of the Auctioneer's knowledge and are believed to be accurate; however, no guarantee or warranty is made. Bidder is solely responsible for inspecting items and determining condition, completeness, quantity, authenticity, and suitability for intended use prior to bidding.

Photographs are for reference only. Bidder is bidding on the described item, not the photograph. Items pictured together may not constitute a single lot. Always review lot numbers and descriptions carefully.

Dimensions, quantities, counts, and measurements are approximate. If exact size or quantity is important, Bidder should attend the preview with appropriate measuring tools.

As-Is / Where-Is – Warranty Disclaimer

All personal property is sold **“As-Is, Where-Is,” With All Faults**, and without any warranty, express or implied. This includes, without limitation, any implied warranty of merchantability or fitness for a particular purpose

Items are used and may show wear, scratches, dents, or other imperfections. Descriptions are made in good faith but are not guaranteed.

With respect to antiques, collectibles, artwork, vehicles, firearms (if applicable), machinery, or specialty items, no warranty is made as to authenticity, age, origin, condition, functionality, or completeness. Preview is strongly encouraged.

Title & Risk of Loss

Title to and risk of loss for all items pass to the successful bidder at the close of bidding. Thereafter, the purchaser assumes full responsibility for loss, theft, or damage, regardless of whether the item has been removed from the premises.



Payment Terms- Personal Property

Accepted forms of payment: Cash, Wire Transfer, or Credit Card only (Visa, MasterCard, Discover, American Express).

All payments are due within 24 hours of auction closing. For purchases under \$10,000, the credit card on file will be automatically charged unless alternative arrangements are approved in writing prior to auction closing.

- Transactions exceeding \$10,000 must be paid by wire transfer or physical cash.
- Checks and money orders are not accepted.
- No discounts are offered for cash or wire payments.
- Buyers located outside the United States must pay by wire transfer.

Wire Transfer Payments: If paying by wire transfer, the Auction Manager will contact you directly after the auction closes with wiring instructions. Bidder is responsible for monitoring email and ensuring timely payment.

Real Estate: Non-Refundable Deposit (Wire Transfer Only)

Ten percent (10%) of the total purchase price is due as a non-refundable deposit by wire transfer only at the conclusion of the auction. Wiring instructions will be provided by the Auctioneer/Auction Manager to the successful bidder by email following the close of the auction. The deposit must be received within twenty-four (24) hours of auction close (time is of the essence). Failure to timely remit the deposit constitutes a default and may result in cancellation of the sale, forfeiture of bidder rights, and the property being offered to the next highest bidder or re-sold, in Auctioneer's sole discretion.

Deposit Handling

The deposit shall be wired to the account designated in the wiring instructions and held in accordance with Ohio law and the Contract to Purchase, including applicable trust/escrow requirements. Buyer acknowledges that wiring instructions may be issued by Auctioneer or the closing/escrow agent identified by Auctioneer.



Closing / Default / Liquidated Damages

Time is of the essence. Buyer must close within thirty (30) days. Failure to close as required shall constitute a default. Buyer agrees that Seller will incur administrative, carrying, and remarketing costs that are difficult to precisely calculate; therefore, Buyer agrees to liquidated damages of \$100 per calendar day beginning on the first day after the scheduled closing date and continuing until closing occurs or Seller terminates the Contract, as a reasonable estimate of Seller's damages and not as a penalty. In the event of Buyer default, Buyer's non-refundable deposit shall be forfeited as provided in the Contract to Purchase. Seller and Auctioneer reserve all other remedies available under the Contract to Purchase and Ohio law.

No Contingencies: The sale is not contingent upon financing, appraisal, inspection, sale of other property, or any other buyer contingency. If Buyer is unable to complete the transaction for any reason, Buyer's non-refundable deposit shall be forfeited and Seller may pursue any and all remedies available at law or in equity, including specific performance where permitted.

Sales Tax

This is a casual sale under Ohio law- no sales tax on personal property. Real estate buyer is responsible for taxes, pro-rated to the date of closing.

Shipping, Loading, & Removal

Shipping, loading, rigging, and removal arrangements are the sole responsibility of the Buyer. Auctioneer does not provide packing, loading, or shipping services unless expressly stated.

All items must be removed during the published removal times. Buyers are responsible for ensuring their movers, agents, or shippers comply with removal schedules and site rules.

Purchases will be released only upon presentation of a paid invoice and valid photo identification. No items will be released without proof of payment.



Failure to Remove / Abandonment

Items not removed within the designated removal period shall be deemed abandoned. Auctioneer may remove, store, resell, or dispose of such items at the purchaser's sole risk and expense. Storage, removal, and disposal fees may apply.

Default

If Bidder fails to make full payment or remove items within the required time, Auctioneer may retain deposits, resell the item(s), and pursue all remedies available under Ohio law, including recovery of deficiencies, storage costs, resale expenses, and reasonable attorneys' fees.

Bid Errors & Typographical Mistakes

Bidders are responsible for reviewing all bids prior to submission. If a Bidder believes a bid was entered in error, the Auctioneer must be contacted immediately in writing before the auction closes. No bid adjustments or reversals will be made after the close of bidding.

Staggered & Dynamic Closing

The auction closes in staggered intervals as published. When a bid is placed within the final minutes of a lot's closing, the closing time will automatically extend. Bidders are responsible for monitoring items as the auction nears closing.

Bid Notifications & Invoices

Outbid notifications are sent by email until the final day of the auction. Winning bidders will receive an electronic invoice by email only. Bidder is responsible for monitoring email communications and spam filters.



Claims & Adjustments

If an item is missing at pickup, Bidder must notify on-site staff and submit a written claim by replying to the original invoice within 24 hours of the pickup date. After this period, no adjustments or refunds will be made.

Choose Wisely

Bidders are responsible for evaluating items prior to bidding, including condition, completeness, and suitability for their intended use. Items are sold as-is, where-is, and neither Worley Auctioneers nor the seller will be responsible for incorrect bids or post-purchase determinations regarding use or condition. When uncertainty exists, bidders should bid accordingly.

Auction With Reserve

All personal property auctions conducted by Worley Auctioneers & Appraisers, Inc. are with reserve unless expressly stated otherwise as an "Absolute Auction." The Auctioneer reserves the right to withdraw any item or lot at any time prior to the close of bidding.

Auctioneer Rights Reserved

The Auctioneer reserves the right to add or remove items, split or combine lots, establish minimum bids or reserve prices, cancel or reschedule any item or auction event, and modify inspection or removal times. Auctioneer acts as agent for the Seller and may bid on behalf of the Seller unless prohibited by law.

Online Bidding Platform Disclaimer

Auctioneer is not responsible for technical issues related to third-party bidding platforms, internet outages, or software malfunctions. In the event of a dispute, the Auctioneer's decision shall be final. Bidder holds Auctioneer harmless for any such issues.

Bidder agrees to indemnify, defend, and hold harmless Auctioneer and Seller from any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from Bidder's participation in the auction, bidding, purchase, loading, removal, transportation, or use of any purchased item.

Limitation of Liability

Auctioneer's and Seller's total liability, if any, shall be limited to the refund of the purchase price actually paid for the specific lot giving rise to the claim. In no event shall Auctioneer or Seller be liable for incidental, consequential, or special damages.

Arbitration & Governing Law

Any dispute arising out of or relating to this auction shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This agreement shall be governed by the laws of the State of Ohio.

Entire Agreement

These Terms & Conditions constitute the entire agreement between Auctioneer and Bidder and may not be modified except in writing by the Auctioneer.

I agree to the foregoing Auction Terms.
