

Terms & Conditions - Online Auction of USMS Assets

PLEASE NOTE All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein to be bound thereby. All successful bidders will be required to complete the USM Form 621 before final payment is made.

REGISTRATION Persons wishing to participate in the bidding process or the sale are required to obtain, fill out, and submit a photo ID form prior to sale. Note: Each registered bidder is responsible for the use of his/her bidder number/User ID and any use by another person is presumed to be with the consent of and is contractually binding on the registered bidder

QUALIFYING BIDDERS: Successful bidders are obligated to certify that they are not a prohibited purchaser using USM Form 621 prior to completion of the sale. Accordingly, all bidders are encouraged to review USM Form 621 to ensure that they can so certify. The failure of a successful bidder to so certify is a breach of contract subjecting the successful bidder to Default terms below. A copy of the USM Form 621 may be retrieved by clicking 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 USMS or CWS Marketing Group 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." CWS MARKETING GROUP 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 CWS Marketing Group. Absolutely no access to merchandise is allowed without prior CWS Marketing Group's authorization.

BIDDING It is the bidder's responsibility to pay attention to items being offered for sale and to bid on items in which he/she is interested. Normally, items are sold in the sequence listed online. Lot numbers are for administrative purposes only and do not describe the merchandise. Lot numbers in photos often do not correspond to the actual numbered lot. Please reference the lot number assigned at the beginning of the lot description. CAUTION: Lot numbers identify a particular item or portion of items being sold. Bidders are responsible to ensure the online or announced description of any item they intend to purchase matches the merchandise on which he/she are bidding. Sale of merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect merchandise.

LIVE ONLINE BIDDING You will be able to bid on all lots in this auction online. All online bidders must pre-register by clicking on the Register link. You will be prompted to review the Terms and Conditions of Sale and agree to said Terms..

Submit Government Issued Photo I.D.: Each bidder must present a Government-issued photo identification as a prerequisite of auction participation (i.e. driver's license, military ID or passport). Please fill out the following photo ID form by 5pm the day prior to auction closing.

You will be sent an approval email after we receive the photo ID form. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the same payment terms as found in the "FINAL PAYMENT" paragraph below. NOTE: CWS Marketing Group accepts no responsibility for loss of connectivity, technical difficulties, or any other circumstances beyond our control.

PAYMENT FORM Acceptable form of payment are Certified/Cashier's Check, Wire Transfer or Money Order. U.S. funds only.. Make cashier's checks payable to CWS Marketing Group. Cash, personal or business checks, bank letters, debit cards or letters of credit are not accepted. See "Final Payment" below for any exceptions. (Note: Credit Cards will not be accepted.)

FINAL PAYMENT Final payment(s) must be made by 4:00PM ET on February 7, 2020 by Certified/Cashier's Check, Wire Transfer or Money Order. Cashier's checks must be made payable to CWS Marketing Group and be sent to: CWS Marketing Group, 10611 Balls Ford Road, Suite 140, Manassas, VA 20109. Attn: Stephanie Vale USMS Vehicle Auction. NO EXTENSIONS FOR FINAL PAYMENT

Bank Wire Instructions: Will be supplied to High Bidders on Request

PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED. Electronic bank transfers for final payment of purchases must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the bidder number and all applicable auction sale lots. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank. BANK WIRES MAY TAKE UP TO 24 HOURS TO PROCESS.

REFUNDS CWS Marketing Group makes no refunds, adjustments, or returns. All purchases are final.

TITLE Pursuant to 19 U.S.C. Section 1609, individual States are required to issue a new vehicle Certificate of Title free of all liens and encumbrances once a judicial forfeiture order or administrative declaration of forfeiture is signed. The forfeiture process vests title of the vehicle to the United States, free and clear of any liens and encumbrances, and without requiring a lien holder to release their lien prior to auction. The buyer is able to obtain a clean Certificate of Title through the issuance of a U.S. Government Certification to Obtain Title Standard Form (SF-97).

DEFAULT Failure to make required payments or merchandise removal within time specified shall be deemed abandonment of the asset and all right, title, and interest buyer may have acquired in the merchandise shall revert to the United States Government without further notice. Further, buyer agrees that the United States may elect to (1) treat any monies paid as a deposit shall be treated as liquidated damages in consideration of the United States holding the asset off the market and storing the asset pending the anticipated completion of the purchase or (2) pursue damages against buyer and may hold any deposits or monies paid as an offset against those damages.

RESERVE CWS Marketing Group 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.

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. CWS Marketing Group 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. Successful online bidders will be solely responsible for the removal and shipment of their purchases. Removal must be completed on or before February 14, 2020 and is by appointment only. Merchandise must be removed in full of the storage location. No extensions for merchandise release.

ADDITION OR DELETION FROM SALE CWS Marketing Group 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. CWS Marketing Group 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 CWS Marketing Group Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

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