

Terms & Conditions CWS Marketing Group Online Auction (Fountain Valley, CA)

General Auction Questions: Email registration@cwsams.com, or call 949-375-9724 during business hours west coast time, or 855-463-3183 opt. 1

Technical Difficulties: Email service@cwsams.com or call 855-463-3183 opt. 1

Please Note: All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby.

Eligibility of Bidders: Participants must: Be at least eighteen years of age; Have a valid cwsmarketing.com user account in good standing; Complete registration, including submission of a government issued photo ID.

Online Bidding: Bidding on all lots in this auction will take place online at cwsmarketing.com

How to Register:

- **Step #1 – Create Account (New Bidders Only):** New bidders please create a CWS bidder account here: [CREATE ACCOUNT](#).
- **Step #2 – Register to Bid:** Click on [REGISTER TO BID](#) next to the Los Angeles County auction you are interested in.
- **Step #3 – Submit Photo ID Form:** [Submit the Bid Deposit Photo ID Form](#)
- **Registration Approval:** Please allow up to 24 hours from the completion of Steps #1-#3 for bidding approval. For questions on auction registration, please email registration@cwsams.com or call 855-463-3183

Buyers Premium: A 15% Buyer's Premium will be added to the total of all purchases

Final Payment: Within 48 hours of the close of auction, online by credit card, or bank wire only. A payment invoice, which will include an online payment link, will be emailed to your email address on file following the close of the entire auction. Buyer agrees that they will not issue credit card chargebacks for auction items purchased.

Payment Forms: Acceptable forms of payment are credit card and bank wire. VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER credit cards are accepted. U.S. funds only. Cashier's checks, personal checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE IN THE NAME OF THE REGISTERED BIDDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer for payment. Any wire transfer fees are the responsibility of Buyer.

Refunds: CWS makes no refunds, adjustments, or returns. All purchases are final (See Condition & Description below).

State Sales Tax: Buyers are responsible for all applicable sales tax. Sales tax in the amount of 9.5% is paid at the time of Final Payment. Buyers of coin lots with an invoice totaling \$1,500 or more are exempt from paying sales tax. Only buyers with valid resale licenses on file will be exempt from paying sales tax. For information on taxes, check with the appropriate state franchise tax board.

Inspection: Online only. No in-person inspection.

Condition & Description: Bidder/Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the property.

Bidder/Buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by CWS is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; and (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS."

CWS MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS. Lot numbers are for administrative purposes only and are not intended to describe the property/merchandise. Sale of property will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or inability or failure to inspect property. All sales are final.

CWS and the Seller do not warrant the condition, quality, or merchantability of the property or its fitness for any use or purpose. The condition of items offered varies from "NEW" to "SALVAGE", which final determination is to be made by the Purchaser prior to purchase. The Purchaser understands and agrees that all property is purchased and accepted "AS IS, WHERE IS" and "WITH ALL FAULTS."

CWS will make the final determination regarding all inquiries/disputes. The amount of any recovery is limited to and not to exceed, the purchase price of the property. The Purchaser is not entitled to any payment for loss of profit or any other money damages, including special, direct, indirect, incidental, or consequential. For Purchasers claiming recovery, no refund will be made unless the Purchaser: a) Submits a written notice to CWS within 30 calendar days of the date of removal that explains in what manner the property was inaccurately described. b) If the CWS determines there was a misrepresentation of any particular lot, then a partial or full refund of the money received will be returned, at the sole discretion of CWS. If a misrepresentation is determined before removal of the property, the property will remain with CWS and a full refund will be made. If a misdescription is determined after removal, CWS will refund the amount agreed upon if the Purchaser takes the property at his/her expense to a location specified by CWS. The Purchaser must maintain the property in the same condition as when removed.

Placing a Bid:

All bids placed are Max Bids. The system will enter the next bid increment and enter your bid as a maximum bid.

Example: current bid: \$5000, bid increment: \$500, bidder enters \$10000

- system enters \$5500 (Max \$10000)

Exception: If the bidder enters a bid equal or above the reserve amount, then the system observes the reserve amount as the next increment.

- [How to Guide](#)

Tie Bid:

In the case of a tie bid, precedence is given to the earliest bid.

Auction Soft Close:

If a lot receives a bid within the last 3 min. it will remain open for an additional 3 min.

- If any further bidding occurs, the extension timer will reset to 3 min.
- If no further bidding activity occurs, the lot closes when the timer runs out. Bidders are urged and cautioned not to wait until the final seconds of the auction to place bids. Bids not recognized by the auction software when the time expires will not be accepted.
- **Note:** If a bid is recognized by the auction software during the final seconds, the screen may display "00.00" in time left. It can take several seconds for the clock to reset, possibly longer. The bid will trigger an extension on the lot and 3 minutes will be added.

Removal:

In-Person Property Removal by Appointment Only:

- Removal is by appointment only. No admission will be allowed without an appointment.
- In-person removal appointments will be made using the appointment scheduling link emailed to you once payment has been made.
- Removal is July 25 & 26, 9am-1pm, and July 26, 8am-12pm, BY APPOINTMENT ONLY.
- Buyers may send an agent/shipping company to pick up property on Buyer's behalf. The agent/shipping company must possess the following to pick up property:
 - Copy of Buyer's Property Release, which is sent to buyer following payment
 - [Release Authorization](#) signed by Buyer
- Property Location: Slater Plaza Office Building, 10231 Slater Ave, Fountain Valley, CA 92708 (Behind Silky Sullivan's, at the corner of El Corazon Ave. and San Luis St.)

Shipping:

- **CWS Shipping:**
 - CWS will ship items designated as "Shipping Available". All other items are local pick-up only and shipping is not available.
 - Shipping requests through CWS are made through the "Request Shipping" link emailed to you once payment has been made.

- Shipping is at the cost and liability of Buyer.
- The cost of the shipping will be paid by the purchaser separate from their auction purchase, and prior to shipment.
- The buyer will pay a minimum materials and handling fee of \$10 per box, in addition to the cost of shipping. For lots with multiple items or items that require substantial handling and packing, a per hour fee will be charged.
- Shipping may not be available for all items, and additional fees may apply depending on size or weight of property.
- Please allow up to five days following the submission of the Shipping Request Form to be contacted regarding shipment of purchased lots.
- Buyer agrees to hold harmless CWS or Seller for items lost or damaged if shipped and will pursue any claims with the shipping company.

Post Auction Steps: Following are the basic steps once you are awarded a bid following the close of the auction.

1. High-bid email sent to bidder.
2. Final Payment email with instructions and payment link sent to buyer.
3. Buyer to make final payment via credit card or bank wire transfer only within 48 hours of close of sale.
4. Payment Receipt, Appointment/shipping links emailed to Buyer.
5. Buyer makes appointment to pick-up property or have items shipped via the Appointment Scheduling or Shipping Links included in receipt email.
6. For some purchases (autos, vessels, aircraft and other), Terms and appropriate sale documents emailed to buyer via DocuSign for signing and return to CWS within 24 hours
7. For vehicles and vessels: Original title document will be mailed to buyer or picked up at removal (See Title Documents below)

Title: All property is offered on behalf of the Seller/Consignor who has full authority to represent and sell offered property. Title will be conveyed to the successful registered bidder via a paid receipt,

Default: Failure to make required payments or property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the County of Los Angeles or the Auction Company 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. By signing the bidder agreement, the bidder authorizes the auction company to charge the full amount of items bid on to any credit card on file. The buyer further acknowledges that they will not contest any such charges.