

Terms and Conditions

ALL BIDDERS HEREBY CERTIFY THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AND THEY AGREE TO BE BOUND THEREBY. Each auction may have additional terms not listed here. It is the buyer's responsibility to understand all the terms and conditions prior to submitting a bid. By placing a bid, you are accepting and agreeing to all Terms and Conditions set forth by Legler Enterprises, Inc., as stated on this page and/or any other page affiliated with Legler Enterprises, Inc.

Bidder/Make Offer Rules:

All bidders must be 18 years of age or older and Bidders must be in good standing with Legler Enterprises, Inc., in order to bid on items listed on the online auctions and/or Vehicles/Trucks/Trailers/Equipment listed for sale. Legler Enterprises, Inc reserves the right to remove a bidder for not complying with the terms and conditions.

Vehicles/Trucks/Trailers/Equipment sells "AS IS, WHERE IS"

All property sells "as is, where is" with no warranty or guaranteed express or implied. However some items may still have factory warranty. Inspection of the property before bidding is strongly encouraged. Written or verbal descriptions from the seller, seller's agent or Legler Enterprises, Inc. are not guaranteed. Bidder's are responsible for inspection of the items and will not be issued a rebate or refund for any reason. Seller's contact information and location of the item will be provided with the listing description of each item for sale.

Buyer's Premium

Most Legler Enterprises, Inc auctions do not have a buyer's premium. If there is a buyer's premium it will be listed in the terms of the specific auction.

Payment

Successful bidder is responsible for making payment within the time stated and for removal of the item after payment has been received. All payments are to be made by cash, check with bank verification, PayPal, or by wire transfer. Once the payment is received, a paid invoice will be provided to the buyer so they can take full possession. Failure of the bidder to submit payment or failure to remove all items will result in the bidder being blocked from future auctions with no notification. Payment instructions will be on the invoice.

All deposits are non-refundable unless otherwise stated!!

Taxes

All applicable sales & use tax will be added to the purchase price of all items.

Titles

Titles will be filled out in the name of the purchaser unless otherwise directed. ALL titles will be endorsed - no open titles will be issued. There will be a \$25 title transfer fee for each title. Some vehicles are sold with no title.

Removal

Successful bidders are responsible for loading and removal of any and all property awarded. The purchaser will lose all right, title and interest to the property if it is not removed by the removal date.

No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

Release

You release us (and our officers, owners, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute arising out

of our services, Auctions, or in any way related thereto. This release extends to claims which you do not know or suspect to exist in your favor at the time this release becomes effective.

Indemnity

You will indemnify and hold us (and our officers, owners, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your actions, including but not limited to breach of this User Agreement, the use of our Services, or your violation of any law or the rights of a third party.

No Warranties, However some items may still have factory warranty.

The site and the Services are provided on an "AS IS" basis. Your use of and reliance thereon are at your own and sole risk. Legler Enterprises, Inc. makes no other representations or warranties of any kind, express or implied, including without limitation: 1) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; 2) that the Web site or the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; 3) the information, content, materials, or products included on the site will be as represented by sellers, available for sale at the time of offer, lawful to sell, or that sellers will perform as promised; 4) any implied warranty arising from course of dealing or usage of trade; and 5) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Legler Enterprises, Inc.

To the fullest extent permissible under applicable law, Legler Enterprises, Inc disclaims any and all such warranties. No advice or information, whether oral or written, which you obtain from Legler Enterprises, Inc or through the use of our Services shall create any warranty not expressly stated in this User Agreement.

Liability

You will not hold Legler Enterprises, Inc responsible for other users' actions or inactions, which includes, but is not limited to, things they post. We are not involved in all actual transactions between buyers and sellers. We have no control over, nor could we have control over, and do not guarantee the quality, safety, or legality of items advertised, the truth or accuracy of listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction.

We cannot guarantee continuous or secure access to our services, and operation of the Auctions may be interfered with by numerous factors outside our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms, and conditions. We shall not be held liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Auctions.

All bids will stop at the scheduled time unless there are two or more people actively bidding and their bids are less than 5 minutes apart. This will allow time for people with slow computer connections and for any computer problems that anyone may experience.

Bidding will stop, tentatively, at the scheduled time. At this time, Legler Enterprises, Inc will wait 5 minutes for any bidders who are actively bidding. If no bids are received within these 5 minutes, the auction will officially close. If within those 5 minutes, bidders are actively bidding, the auction will remain open until the timing of the bids

lapses beyond 5-minute increment. This will give everyone a chance to place 'the last bid'.

The successful bidder will be contacted by e-mail or phone following the end of the bidding. The winning bidder will contact the seller to arrange for payment and transportation. **The winning bidder/buyer is responsible for ALL SHIPPING COSTS!**

All monies paid to the seller will be U.S. dollars only.

If you are planning to bid on an item, then you will pay that price that the Reserve says. If you cannot pay for the item, at the Price you have Bid, then Please Do not bid on the item!

Legler Enterprises, Inc reserves the right to refuse service to anyone at any time for any reason.

Finally, our goal is to provide a service that will connect buyers and sellers together in a very popular industry that just keeps growing and growing. Happy Selling and Bidding.

PAYMENT IS DUE WITHIN 7 DAYS OF THE SALE.

IF ITEM IS NOT PAID FOR WITHIN THE 7 DAYS, SELLER HAS THE RIGHT TO RECONSIGN THE ITEM AND BUYER WILL BE PLACED ON THE BLACKLIST OF LEGLER ENTERPRISES, INC.

BOTTOM LINE, DO NOT BID IF YOU CAN'T PAY FOR YOUR ITEM!!

Please call 1-970-978-1559 or email jasonlegler@leglerenterprises.com with questions on how to be a Seller or Buyer, and rates!

