

Sale Terms & Conditions

General Property Live Auction

Pompano Beach, FL

PLEASE NOTE: For documentation purposes, the U.S. Departments of Treasury and Homeland Security reserve the right to record and/or videotape any and all sales. All persons attending this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby. 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. In order to comply with the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)), bid results will be published on a Government-designated website and will include the following: lot number, lot description, purchase price, and successful bidder's name. All items are sold by lot. All bids are subject to AECOM/Treasury approval. Upon approval, the highest bid offered will be the winning bid. AECOM does not ship property. See Terms of sale for removal of property details. Please read the entire Terms of Sale in the catalog or below prior to participation in the auction.

REGISTRATION - IN PERSON BIDDING: Persons wishing to participate in the live bidding process of the sale are required to obtain, fill out, and submit a bidder registration form along with a valid Government-issued photo I.D. at the sale site prior to sale. Registration is available at the live preview and the day of the auction. Each bidder must obtain a bidder number and sales catalog to complete registration.

REGISTRATION - ABSENTEE BIDDING: Persons who are not able to attend the live auction in person may submit absentee bids by registering online for the specific sale at www.cwsmarketing.com. A \$5,000 credit card authorization is required to submit absentee bids.

ABSENTEE BIDDING: Absentee bids are accepted until 12:00 PM local time the day prior to the auction. All absentee bids submitted are MAX bids, and an auction representative will bid on behalf of absentee bidders up to the MAX amount. If a bid from those in attendance is not made, bids will be started at half of the absentee bid for lots receiving only one absentee bid. Lots with multiple absentee bids will be opened one increments higher than the second highest bid (Increments determined by the auctioneer).

If an Absentee Bidder is the high bidder for a specific lot, payment invoices will be emailed to you at the end of the live auction after the floor bidding is complete. If your purchase is less than \$5,000, your credit card will be processed for the total purchase amount and you will receive a

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paid invoice. If your high bid is \$10,000 or greater, the initial \$5,000 credit card bid deposit will be collected. An invoice showing the additional deposit due, plus the total balance due, along with a credit card payment link, will be emailed following the close of the auction. Purchases of \$10,000 or less are payable the day of the sale. Purchases over \$10,000 require a \$10,000 deposit the day of the sale, with the balance due the Friday following the sale at 12:00 noon local time. All items offered as-is with no warranty. All other Terms and Conditions of Sale remain in effect. By registering online, Absentee Bidders authorizes AECOM to charge the \$5,000 deposit amount to the credit card on file to pay for purchases made at this auction. Any additional deposit, as well as the total payment amount may be paid via a credit card, bank wire or cashier's check. See DEPOSIT and PAYMENT INFORMATION below or in the auction catalog.

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 property/merchandise given or furnished by AECOM 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 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; (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." AECOM 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 property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Property/merchandise is available for inspection only at places and times specified by AECOM. Absolutely no access to property/merchandise is allowed without prior AECOM authorization. AECOM may, at its discretion, provide photographs, "stock photos", slides/samples, or a video presentation 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. AECOM makes no warranty in relation to these samples or photographs.

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 in the sales catalog. Lot numbers are for administrative purposes only and do not describe the property/merchandise. CAUTION: Lot numbers identify a particular item or portion of items being sold; however, lot numbers posted on property/merchandise during public inspection may not match catalog lot numbers. Bidders are responsible to ensure the catalog or announced/online description of any item they intend to purchase matches the property/merchandise inspected. Sale of property/merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect property/merchandise.

WRITTEN BID: Written Bids may be submitted in person or by registered mail and are subject to the same terms and conditions of sale as those bidders physically present at the auction. Written Bid Forms are available online at www.cwsmarketing.com. If the item you wish to place a written bid on is lotted with other property you must bid on the entire lot, not the individual item. Written bids may

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be used as the opening bid. Written bids are not bid incrementally, but are a fixed offer to purchase the listed items at the stated bid amount.

AECOM recommends using an overnight delivery service in order to ensure your written bid arrives by the date and time indicated. Acceptable method of payment will be cashier's check. Make cashier's check payable to **US Treasury/URS Federal Services, Inc.** for the full bid amount. Indicate sale number and lot number or description on outside of sealed envelope. Please ensure that your name and phone number (or other means of contacting you) are included with your written bid. Mail all bids to URS, 2951 NW 27th Avenue, Pompano Beach, FL, 33069. Attn: GP Auction. Bids must be received no later than 4:00pm the day prior to sale date. Unsuccessful bids will be returned within five (5) business days via Federal Express.

SIMULCAST BIDDING: Live simulcast bidding may be available for some lots. Please check the "Simulcast Bidding" link on the auctions web page at www.cwsmarketing.com for details. If offered, all simulcast bidders must fill out and submit the Credit Card Authorization Deposit form and submit a long with a copy of a valid driver's license to the email or fax listed on the Form. All Bid Forms must be submitted by 2:00pm the day prior to sale to be considered for simulcast bidding. Neither AECOM nor CWS accepts responsibility for loss of connectivity, technical difficulties or other circumstances beyond our control during the simulcast bidding process.

DEPOSIT: Total purchases of \$10,000 or less will require payment in full on day of sale. A minimum of \$10,000 is required on day of sale for all purchases over \$10,000. Once purchases reach \$10,000, an immediate deposit of \$10,000 is required.

PAYMENT FORM: Acceptable forms of payment are cash, cashier's check or credit card, U.S. funds only. Bank wires may be used for final payment. Make cashier's check payable to **US Treasury/URS Federal Services, Inc.** Personal or business checks, certified checks, bank letters, debit cards or letters of credit are not accepted. ALL CREDIT CARD RECEIPTS MUST BE SIGNED BY THE ORIGINAL CARDHOLDER. Credit cards issued to a buyer's spouse will not be accepted for use by the buyer.

CHANGE: Change will not be made for more than 10 percent of the purchase price. It is recommended that bidders paying by cashier's check submit multiple checks in small denominations if they do not expect their purchases to equal the deposit amount.

FINAL PAYMENT: Final payment(s) must be made by **3:30 PM ET on Friday, September 27, 2019** at AECOM, 2951 NW 27th Avenue, Pompano Beach, FL, 33069, via cash, cashier's check, bank wire or credit card. 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. 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. 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: AECOM makes no refunds, adjustments, or returns. All purchases are final.

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SPECIAL REQUIREMENTS FOR IRS-CI PROPERTY: Lots offered by the IRS-CI are noted in the catalog. The IRS-CI reviews all bidders for IRS-CI offered lots and approval may take up to three (3) business days. This does not change the requirements for payment. Please call 954-861-5730 before pickup to ensure that the IRS-CI has approved your purchase.

FLORIDA STATE SALES TAX: Florida State sales tax of 7% will be applied to applicable lots. No sales tax is collected on deposits; sales tax is due on the total transaction when payment of the full purchase price is ultimately made. A duly executed, notarized affidavit exempts non-Florida resident dealers from Florida sales taxes. This exemption applies to property/merchandise that will be transported outside the state of Florida by the nonresident dealer for resale and for no other purpose. A notarized affidavit accompanied by a copy of the buyer's current resellers tax exempt certificate exempts transactions from Florida sales tax.

Both Florida and out of state bidders must present a copy of their current tax exempt certificate for each auction at the time of registration to be exempt from taxes.

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 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: AECOM reserves the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller, unless the property/merchandise, in explicit terms, is offered without reserve. If reserve price is not achieved, the auctioneer may withdraw the property/merchandise at any time until he announces completion of the sale. Bidding on lots, with high bid amounts that do not meet an established reserve, will be closed "Reserve Not Met". The high bid amount will be forwarded for government approval. If the high bid is approved the high bidder will be notified via telephone or email as to bid confirmation.

REMOVAL: Property/merchandise must be paid in full before removal — no partial release of any lots. All property/merchandise in a lot must be released to original buyer at one time. Only non IRS-CI, "Hand carried" items will be released on the day of sale. Release will begin approximately one hour following the end of the auction on sale day. Removal is by appointment only and must be completed by Thursday, September 3rd, 2019 **for domestic property/ merchandise** and Monday, November 25th, 2019 **for export only property/merchandise**. Buyer must present a photo I.D. at the time of property/merchandise release.

AECOM Warehouse hours for property removal are Monday-Friday, 9:00am-noon, and 1:00pm-4:00pm. Removal at off-site storage locations is by appointment only. Contact information for these facilities is located in the auction catalog. Should registered buyer wish to send an agent to pick up property/merchandise, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf, and provide them with the Release Documents and a copy of the buyer's photo I.D.

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AECOM WILL NOT SHIP ANY ITEMS. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE THE PROPERTY/MERCHANDISE PURCHASED BY THE REMOVAL DATE. REMOVAL IS AT THE EXPENSE, LIABILITY, AND RISK OF THE BUYER. Removal must be completed on or before the dates below or buyer will default the terms of sale and property/merchandise will be resold by U.S. Department of the Treasury.

Note: **AECOM offices will be closed in observance of all U.S. Federal Holidays and removal is not available on these days.** Property/merchandise must be removed from the storage location stated in each lot description. Loading of property will be on pallets "as is". No hand stacking or de-palletizing will be possible. All trucks must be onsite prior to loading start. BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AND SUBMIT TO COPY TO AECOMAS PROOF OF DELIVERY TO BUYER. STORAGE ARRANGEMENTS AFTER REMOVAL DATES ABOVE ARE SOLELY BETWEEN THE BUYER AND VENDOR. THIS DOES NOT APPLY FOR EXPORT ONLY MERCHANDISE OR ANYTHING STORED AT THE AECOM FACILITY. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE.

EXPORT ONLY INFORMATION: Any property listed in the sales catalog "Export Only" may not be entered into the commerce of the United States and must be exported. EXPORT ONLY ITEMS MUST LEAVE THE UNITED STATES DIRECTLY FROM THE STORAGE FACILITY. NO DIVERSIONS ALLOWED. Removal for property designated EXPORT ONLY requires that the buyer or the buyer's agent present the exportation document form 7512 in addition to the above noted release documents at the time of removal.

Please go to <http://www.cbp.gov/trade/basic-import-export> for export information. AECOM/CWS is prohibited from providing Export Documents or assistance with the exportation of any lots. It is highly recommended that participants research the exportation process prior to bidding.

TITLE DOCUMENTS: Title for applicable lots will be conveyed via the below documents and will take up to 21 days from the date of final payment to be sent to Buyer. For information on Title Documents please contact AECOM at gpauctions@urs.com, or by calling (703) 647-2850 or (954) 861-5730.

- **Vehicle Title:** Buyers will receive a clear title via a government Form SF-97 (Certificate to Obtain Title) which they will take to their local Dept of Motor Vehicles to obtain the title to the vehicle.
- **Vessel Bill of Sale:** Buyers will receive a clear title via a Coast Guard Bill of Sale for vessels and a SF-97 for boat trailers (if included).
- **Aircraft:** Buyers will receive clear title via a FAA Bill of Sale, AC Form 8050-2. Buyer will be provided the Bill of Sale along with the Court Order and/or Declaration of Forfeiture (When applicable).

ADDITION OR DELETION FROM SALE: AECOM 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. AECOM reserves the right to sell all of the items listed in bulk, whenever the best interests of the U.S. Government will be served.

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DISPUTES & REBIDS: The AECOM 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 property/merchandise. Announcements do not alter in any way the basic terms and conditions of sale.

ADDITIONAL TERMS & CONDITIONS: The preceding contains only selected Terms and Conditions of Sale. Complete Terms and Conditions may be requested by calling (703) 647-2850, by fax at (703) 331-0102, or via email at gpauctions@urs.com.