

# **Terms & Conditions – Online Auction**

**December 20, 2023**

**1964 Lockheed P3A Orion T-23/N923AU**

**1964 Lockheed P3A T-17/N917AU (Non-Operable)**

**1964 Lockheed P3A Orion T-21/N921AU (Parts Only)**

**Prop Shop and Tooling (PPI)**

**Manuals, Maintenance Systems, other IP**

**Airworthiness Plan – Avenger**

## **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.

## **REGISTRATION**

Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and submit a bid deposit form prior to sale.

## **QUALIFYING BIDDERS**

To qualify to bid at the auction, bidders must complete a bidder registration form and a \$50,000.00 Cashier's Check, payable to CWS Marketing Group will be required to bid per lot for the aircraft. \$10,000 cashier's check made payable to CWS Marketing Group will be required for the Equipment and General Property.

## **CONDITION & DESCRIPTION**

The condition of the item being offered is considered USED and is being sold "AS IS WHERE IS" The buyer understands and agrees; (1) that any description furnished by 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; (2) that the 1964 Lockheed P3A Orion T-23/N923AU, 1964 Lockheed P3A, T-17/N917AU (Non-Operable), 1964 Lockheed P3A Orion T-21/N921AU (Parts Only), Prop Shop and Tooling (PPI), Manuals, Maintenance Systems, other IP, and Airworthiness Plan – Avenger 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.

## **CERTIFICATION**

The Aircraft has a Restricted Certificate of Airworthiness and was originally military certified. For export of this Aircraft, application to the US Department of State would be required as the Aircraft would need to comply with International Traffic in Arms Regulations (ITAR). This will be the responsibility of the buyer if intended to use outside the USA as Export Only.

## **INSPECTION**

Bidders are urged to inspect aircraft, log books, and other materials prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Aircraft and log books are available for inspection only at place and time specified by CWS Marketing Group, by appointment only. Absolutely no access to aircraft or log books 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 do not often 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**

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 in order to establish a user name and password. To complete the registration process, you must download the [Bid Deposit Form](#) and mail it with your \$50,000.00 cashier's check deposit. Make cashier's check payable to CWS Marketing Group. Deposit and bid form must arrive no later than 5:00 PM ET on December 19, 2023. Send to: CWS Marketing Group, 11091 Crooked Stick Lane, Carmel IN 46032, ATTN: Eric King Court Ordered Judicial Sale, P3A Aircraft Auction. CWS Marketing Group recommends using an overnight delivery service in order to ensure your deposit arrives by the date and time indicated. You will be sent a confirming email with the link to the online auction site. 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. Unsuccessful bidders' deposits will be returned within five (5) business days via Federal Express.

## **DEPOSIT**

\$50,000.00 cashier's check will be required to bid per lot for the aircraft. \$10,000 cashier's check for the Equipment and General Property. Cashier's checks must be made payable to CWS Marketing Group and must be received by 5:00 ESDT on December 19, 2023. See "Live Online Bidding" above for further details.

## **BUYER'S PREMIUM**

A fee of 8.0% of the total sale amount will be charged to the buyer and paid to CWS Marketing Group.

## **AIRCRAFT BROKER COMMISSION**

CWS Marketing Group will pay a fee equal to 1% of the sale price to the qualifying aircraft broker who formally registers the successful bidder at the auction prior to December 19, 2023. NOTE: Brokers acting as principals will not qualify for the 1% commission.

## **FINAL PAYMENT FORM**

Acceptable forms of final payment is cashier's check or bank wire U.S. funds only. Bank wires may only be used for final payment. Make cashier's checks payable to CWS Marketing Group. Cash, personal or business checks, certified 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 ESDT on December 28, 2023. Bank wire or cashier's check may be used for final payment. Cashier's checks must be made payable to CWS Marketing Group and be sent to: CWS Marketing Group, 11091 Crooked Stick Lane, Carmel IN 46032, ATTN: Eric King, Court Ordered Sale, P3A Aircraft Auction. NO EXTENSIONS FOR FINAL PAYMENT

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

**DEFAULT**

Failure to make required payments or merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the merchandise. Said merchandise shall revert and repossess to seller 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**

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. Buyer must present a photo I.D. and sale documents provided by CWS at the time of property release. 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.

**Please Note the successful buyer will have until January 5<sup>th</sup>, 2024 to remove any and all merchandise. Buyer will be responsible for all incurred fee's while the aircraft has been stored at McClellan Jet Services after January 5<sup>th</sup>, 2024. Please contact Jennifer Lewis at [jlewis@mcclellanpark.com](mailto:jlewis@mcclellanpark.com) and Bill Appleton at [bappleton@mcclellanjetservices.com](mailto:bappleton@mcclellanjetservices.com) to get an estimated cost if merchandise cannot be removed by the required date.**

**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.

**DISPUTES & REBIDS**

The 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.