

Terms & Conditions of Sale Los Angeles County Public Administrator SNJ-5 Aircraft Online Auction September 12-17, 2019

General Auction Questions: Email service@cwsmarketing.com, or call 888-343-1313 x256

Eligibility of Bidders: Bidders warrant that they are not an employee of the County of Los Angeles Treasurer and Tax Collector, The Public Administrator or CWS Marketing Group, or in any way disqualified to participate in today's auction per any written or oral terms and conditions or LA County policies

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. Use of the CWSAMS auction site marks your full acceptance of all Terms & Conditions. This is an "online" only auction. All bidding will take place during the days and times indicated on the auction's landing page at cwsmarketing.com.

All property is being offered for sale on behalf of the Los Angeles County Public Administrator (County). The contractor is acting as the agent of County with respect to the sale of this property. The placement of a successful bid establishes a legally binding contract between the successful high bidder and the County. At the close of bidding, the high bid amount by the indicated bidder establishes the contract is be subject to final acceptance by County. This contract is bound by these Terms and Conditions as well as any special terms and conditions published by the Contractor for the specific auction. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

Registration: Persons wishing to participate in the bidding process of the sale are required to register online at www.cwsmarketing.com and place a \$500 bid deposit via credit card. Please follow the following steps for auction registration.

- **Step #1 – New Bidders:** New bidders please [REGISTER HERE](#) to create an account*.
- **Step #2 – Register To Bid:** Click on [REGISTER TO BID](#) next to the specific auction you are interested in.
- **Step #3 – Bid Deposit \$500:** After completing Steps #1 & #2 you will see on your account, "REGISTRATION PENDING" until the completion of Step #3 and you have been approved to bid. Complete the [Online Bid Deposit Form](#) with bid deposit of \$500 by credit card. This is an authorization only. It places a hold on your line of credit. The amount is captured only if the bidder is successful. Unsuccessful bidders the transaction is voided. For each auction, bidders must upload a copy of their Government-issued PHOTO ID (i.e. driver's license, passport...) via the online bid deposit form.
- **Step #4 – 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 ext. 2.

Deposit: A \$500 deposit is required to bid, U.S. funds only. If a bidder is not successful, the transaction is voided; however, a hold may still be placed on those funds for anywhere from three to thirty business days depending on the cardholder's banking institution. Please be sure to check with your banking institution to fully understand the timeframe imposed on authorizations. CWS has no bearing on this funds hold and cannot release the hold.

Condition & Description: All known information pertaining to the condition and description of the property has been posted on the website. Bidders may obtain additional information by attending the live previews, if available, and visually inspecting the property. The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished by CWS 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." 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 do not describe the property/merchandise. 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.

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 CWS. CWS may, at its discretion, provide photographs, slides/samples, or a video during the sale 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. CWS makes no warranty in relation to these samples or photographs.

Auction Soft Close: All lots end with a "Soft Close." A "Soft Close" means if any bid is placed within the last 3 minutes of the close of the auction, the bid will automatically extend the closing time an additional 3 minutes. This feature protects bidders from being outbid without the opportunity to be notified and place another bid before the close of the auction.

Technical Problems and Transmission Issues: CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer

Auction End & Bid Approvals: When the auction closes, the page will display either SOLD or ENDED. SOLD indicates the reserve (if there is a reserve) was met and establishes the high bid, which may be subject to government acceptance. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the payment terms as found in the "Offering of Property for Auction and Submission of Bids" paragraph. ENDED indicates the final bid did not meet the reserve. In this case, CWSAMS will provide the high bid to the Government for consideration. If the Government accepts the high bid, the bidder will be notified. Reserve: The federal government and their agents reserve the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller. The auctioneer or the United States Department of Treasury may withdraw the property/merchandise at any time and reserves the right to approve final transfer of property to the successful bidder, even after the auction closes. Following the close of the auction, the government may still approve the high bid achieved if the reserve price is not met. The high bidder will be notified via email or phone within 2 business day following the close of sale if the high bid not meeting reserve is accepted by the government. ALL HIGH BIDS ARE CONTINGENT UPON GOVERNMENT APPROVAL.

Title: All property is offered on behalf of the Los Angeles County Public Administrator who has full authority to represent the estates represented and sell property.

Payment Form: Acceptable form of payment is by credit card for the initial deposit and bank wire, cashier's checks, credit card or cash for final payment. We accept VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER. U.S. funds only. Cashier's Checks must be made payable to CWS Marketing Group, Inc. Personal or business 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.

Buyers Premium: A 15% Buyer's Premium will be added to the high bid amount.

State Sales Tax: Buyers will be charged 9.5% CA sales tax. Sales tax is calculated on the total of the bid price + the Buyer's Premium. Sales tax is paid at the time of Final Payment. Only buyers with a valid CA aircraft broker's license or those registering the aircraft outside of the state of CA are exempt from paying sales tax. For information on taxes check with the appropriate state franchise tax board.

Final Payment: Final payment must be made by **Thursday, September 19, 10:00am Pacific**, by bank wire, cashier's check (Made payable to CWS Marketing Group), or credit card. NO EXTENSIONS FOR FINAL PAYMENT. See below for details on each payment method.

Electronic Bank Transfer for Final Payment: Instructions for making final payment by bank wire will be emailed only to successful bidders at the completion of bidding. Bank Transfers must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the bidder auction user name or buyer name and reference the lot(s) purchased. 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.

Cashier's Check for final payment must be made payable to CWS Marketing Group, Inc, and originate from an account of the registered buyer or the business the buyer represents. Please include the buyer's name and reference the lot #(s) purchased. Cashier's checks must be mailed

with overnight delivery by Friday, July 3, 2015 12:00 EST, to CWS Marketing Group, ATTN: Online County Auction, 10611 Balls Ford Road, Suite 140, Manassas, VA, 20109. In-Person cashier's check payments may also be made on Monday, July 6 from 8am- 10am Pacific at the removal site, 16610 Chestnut Street, City of Industry, CA 91748.

Credit Card for Final Payment must be in the name of buyer or business as listed on the auction registration. Buyer must fill out, sign and submit via email or fax the manual Credit Card Payment Form. Email to wires@cwsams.com, or fax to 571-408-2601. In-Person credit card payments may also be made on Monday, July 6 from 8am- 10am Pacific at the removal site, 16610 Chestnut Street, City of Industry, CA 91748.

Refunds: CWS makes no refunds, adjustments, or returns. All purchases are final.

Removal: Removal is by appointment only and must be completed by September 27th. Removal appointments must be made with Sean Fraley at 714-264-5740 or at sfraley@cwsams.com.

Property must be paid in full before removal. A Paid Invoice is required for removal and will be provided to the high bidder within one business day of payment in full. For items requiring multiple days for removal, Buyer must sign a release taking full custody of property and releasing the County of Los Angeles, the estates represented and CWS Marketing Group of any liability to the property purchased. It is the sole responsibility of the buyer to remove the merchandise purchased by the removal date. Removal is at the expense, liability, and risk of the buyer. Buyer is required to make any necessary arrangements for removal. BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AS PROOF OF DELIVERY TO BUYER. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE. Any continued storage beyond the removal date is strictly between the Buyer and the storage vendor, is not guaranteed, and is at the expense and liability of the Buyer.

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 Los Angeles County 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 and the County of Los Angeles reserves the right to accept or reject any and all bids. ALL HIGH BIDS ARE CONTINGENT UPON LOS ANGELES COUNTY APPROVAL. The high bidder will be notified via email regarding the acceptance of the high bid.

Addition or Deletion from Sale: CWS 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 reserves the right to sell all of the items listed in bulk, whenever the best interests of the seller will be served.

Disputes & Rebids: The CWS Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

Announcements: Announcements made during the 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.