

Bloom Health Partners – Terms of Sale



Sale Date: June 7, 2023. Lot's begin to close at 10:00am CST

Buyer's Premium: There will be a buyer's premium added to all winning bid prices, and the buyer's premium is subject to all applicable sales tax. See lot details for buyer's premium amount.

Identification: All purchasers are required to give full name, telephone number, email, and full address.

Registration Authorization: Each auction you participate in may temporarily post a \$1.00 charge to your credit card in USA funds to authorize your credit card. Within 48-72 hours the \$1.00 charge will be released from your account. While the buyer's credit card is initially charged in USA funds for the deposit only, buyer agrees and authorizes Rosen Systems, Inc., to charge buyers credit card in USA funds for up to the full amount of the final payment if the payment terms and removal terms are not completed by the buyer.

Deposit: A Cash Deposit may be required to register, if stated or may be required to continue bidding after a monetary threshold has been reached. Auctioneer, at their own discretion, may require a cash deposit from any bidder at any time. Failure to make a required deposit may result in suspension of bidding privileges.

Time of Payment: All bills must be paid in full within 2 business days of completion of the auction.

Removal: All purchases must be removed as herein listed: small items (perishable tools, machine parts & accessories, office machines, etc.) are to be removed on DAY 1 of the stated removal schedule. WE ASSUME NO RESPONSIBILITY FOR SMALL CARRY OUT ITEMS LEFT ON PREMISES AFTER THAT TIME. All other equipment must be removed within time announced by auctioneer. Removal shall be at the expense, risk and liability of the purchaser. Purchases will be delivered only on presentation of paid bill. Neither Owner nor Auctioneer shall be responsible for goods not removed within the time allowed but shall have the option to remove and store at the expense and risk of the purchaser any article purchased, but not paid for and removed within the time aforesaid. Anyone wishing to bring powered equipment onto the premises must provide proof of liability insurance naming Rosen Systems, Inc. as additional insured.

Removal Timeline: Thursday – Friday, June 8th & 9th, 8:00am to 4:00pm Daily

Manner of Payment:

- CASH: Accepted at Rosen Systems office Monday - Friday from 8am - 4pm on business days as well as at auction removal sites during posted checkout times. (DO NOT SEND CASH in the mail.) Please bring EXACT CHANGE, a printed COPY OF YOUR INVOICE, and YOUR DRIVER'S LICENSE if paying by cash. If buyer sends a representative to pay for and/or pick up a purchase, the buyer must send said representative with written authorization to remove the purchase on Buyer's behalf including a copy of the invoice and a copy of the Buyer's driver's license. The representative must show their driver's license also.
- CASHIER'S CHECK: Issued by a US Bank and made payable to Rosen Systems, Inc.
- WIRE TRANSFER/ACH TRANSFER: Instructions for wire or ACH transfers will be provided on post-auction invoice or may be obtained by calling Rosen Systems offices at 972-248-2266.
- VISA AND MASTERCARD CREDIT CARDS: Accepted for payment of invoices totaling less than \$500 only. No second/third party credit cards accepted. NO STOPPY PAYMENT OR CHARGEBACKS allowed. ALL SALES FINAL! A 3% convenience surcharge will be added to all credit card transactions.
- COMPANY OR PERSONAL CHECK WITH BANK LETTER OF GUARANTEE: Checks should be payable to the order of ROSEN SYSTEMS, INC. Letter of guarantee should be on bank letterhead with a bank representative signature and include the following language:

[Customer Name] is a customer of this bank. This bank will guarantee unqualified payment of checks written on the Account # [_____] b [Name of Company/Individual] in the amount up to \$[_____.__]. This letter is valid from [Date to Date].

[Signature of Officer]

[Bank Name]

All bills must be paid directly to representatives of the auctioneer. The full purchase price on all lots sold to the same buyer must be paid in one transaction, and before removal of any of the goods.

Condition of Articles Sold: ALL SALES ARE FINAL. Neither the Owner nor Auctioneer shall be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty in connection therewith. No sale shall be set aside, nor allowance made on account of any incorrectness, error in cataloging, or any imperfection not noted. NO DEDUCTION ALLOWED ON DAMAGED ARTICLES. ALL ARTICLES BEING EXPOSED FOR PUBLIC EXHIBITION, AND SOLD "AS IS, WHERE IS WITH ALL FAULTS," CONDITION. ARTICLES ARE NOT WARRANTED AS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND NO CLAIM MAYBE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

Safety Devices: Articles purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OSHA or otherwise. It is

purchaser's responsibility that articles purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation.

Indemnification: Purchaser agrees to indemnify and hold Owner and Auctioneer harmless from and against all claims and liabilities relating to the condition or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state and local laws applicable to such articles, including OSHA requirements, or for proximate or consequential damages, costs or legal expenses arising there from.

Claims: No claims will be allowed after removal of goods from premises.

Responsibility for Non-Delivery: Neither Owner nor Auctioneer shall, in any event, be liable for non-delivery or for any other matter or thing, to any purchaser of any lot, other than for the return to the purchaser of the deposit or sum paid on said lot, should the purchaser be entitled thereto.

Compliance with Terms of Sale: In default of payment of bills in full within the time therein specified, the auctioneer in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, will be charged to the defaulting purchaser.

Risk to Person and Property: Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the auctioneer from liability therefore, neither the auctioneer nor his principal shall be liable by reason of any defect in or condition of the premises on which the sale is held.

Addition to or Withdrawal from Sale: The auctioneer reserves the right to withdraw from sale any of the property listed or to sell at this sale property not listed and reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all the property listed in bulk.

Sale by Estimated Weight, Count or Measure: Where items are sold by estimated weight, count or measure, the purchaser will be billed for and required to pay for the estimated weight, count or measure. If upon delivery, any shortage exists; the purchaser will receive a refund at the rate of purchase. If there be an excess, the purchaser will be required to take and pay for such excess, at the rate of purchase.

Dispute between Bidders: If any dispute arises between two or more bidders, the auctioneer may decide the same or put the lot up for sale again at once and resell to the highest bidder. The auctioneer's decision shall be final and absolute.

Reserve: The auctioneer reserves the right to reject any bid which in his opinion is merely a nominal or fractional advance and might prove injurious to the sale. On lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the seller.

Agency: The auctioneer is acting as agent only and is not responsible for the acts of its principals.

Contract Movers: If purchaser wishes to hire or contract with a machinery mover, rigger or other type of outside contractor, ROSEN SYSTEMS, INC. WILL NOT ALLOW them to work on these sale premises unless they have placed with the Auctioneer PROPER INSURANCE protecting ROSEN SYSTEMS, INC. and the people or company that the Auctioneers are conducting the sale and for Landlord of the premises, on which the sale is conducted, against any or all claims arising from personal injury and/or property damage created by their actions. This requirement is for the Owner's, Auctioneer's and Landlord of the premises, on which the sale is conducted, protection - NOT FOR PURCHASER'S, therefore the Auctioneer suggest that the purchaser review the insurance policies of the machinery mover regarding the coverage that they have protecting the purchaser and damage or loss of the equipment they may be moving for the purchaser. Any purchaser who brings their own motorized or powered equipment on the premises to dismantle or remove equipment must provide the Auctioneer with PROPER INSURANCE as stated above.

False Bids: If the high bidder fails to complete the transaction Rosen Systems, Inc. reserves the right to dispose of the asset in the best interests of the seller. Any High Bidder that fails to complete a transaction will be held responsible for all damages resulting from that action.

Additional Terms and Conditions: The auctioneer may add other terms and conditions of sale, such additional terms and conditions to be announced prior to the auction. ANY MALFUNCTION, Shutdown or Temporary loss of Service involving bidding for Items may render the results of the auction VOID. In such an event Rosen Systems, Inc. reserves the right to remedy the situation in whatever way best represents the seller, including canceling the existing bids.

Rosen Systems, Inc.
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