Terms and Conditions of Sale

READ TERMS BELOW & GO TO REGISTRATION

Location of Items

The Rock Island Arsenal (RIA), 1 Rock Island Arsenal, Rock Island, Illinois 61299

AUCTION BEGINS: July 10, 2019

STAGGERED CLOSING BEGINS: July 23, 2019 at 11:00 a.m. CST – Central Standard Time

Previews

There will be 1 preview at the Rock Island Arsenal on:

July 17, 2019 at 10:00 a.m. to 2:00 p.m. – CST – Central Standard Time

Bidders may enter the RIA at any security gate and all people in the vehicle must bring a valid driver's license. Please inform the Guards that you are visiting for the auction site visit in building 64 and potentially others. The United States Army requires a criminal records check be conducted on all visitors. Please complete the (2) page Rock Island Arsenal Access Control Record Check Form and return via email to Lisette@ricklevin.com prior to the site visit, if possible, to ensure base entry so security will save time to speed your entry. Please make sure that everything is completed and legible, form needs to be physically signed by the visitors, electronic signatures are not honored. If visitors do not fill out the form prior, visitors can still come in that day but they will still need to go through the process which can take between 15 minutes and an hour. We highly recommend **All Visitors** arrive as early as 9:00 a.m. for this security process.

Once on the Army Base, check in at building 64. Building 64 will remain open for previews from 10:00 a.m. to 2:00 p.m. with guided tours of auction items in other buildings as follows:

Guided tours of other buildings departing from building 64 as Follows:

10:30 a.m. to view auction items in building **B220**

11:30 p.m. to view auction items in building **B208, B210, B211**

12:30 p.m. to view auction items in building **B222, B250**

1:30 p.m. to view auction items in building **B299**

Important

All attendees must wear protective eyewear, steel toe shoes, and hearing protection at various areas at the previews and or at item pick up.

All articles are sold "AS IS WHERE IS" and with no warranties or guaranties of any type, either expressed or implied, made by Rick Levin & Associates, Inc ("Auctioneer") or by the RIA-JMTC (Rock Island Arsenal-Joint Manufacturing and Technology Center). All items will be sold absolute, regardless of price, subject only to these Terms and Conditions of sale.

End Use Certificate (EUC)

Any Lot purchased that is designated as EUC will need the purchaser to complete an EUC. The EUC will be delivered to the Auctioneer and the Department of the Army will review and make the final decision to approve the purchaser of said Lot. The approval process may take up to 3 months. Please be aware, only U.S. citizens or U.S. entities may purchase equipment requiring an EUC. Please find an EUC form on the Auctioneer's website that you must fill out and submit once you have become the high bidder and you have paid in full for your Lot(s). PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS ON HOW TO FILL OUT THE EUC.

The following Lot(s) are subject to EUC: Lots 79,81,83,84,85,89,91 and 92.

Payment

You may pay by Cashier's Check or Wire Transfer.
ALL PAYMENTS MUST BE RECEIVED NO LATER THAN 3:00 p.m., July 29, 2019.
Please make payable to: Rick Levin & Associates, Inc. and mail to address below

Rick Levin & Associates, Inc
980 N. Michigan Ave., Suite 1400
Chicago, IL 60611

Item Pick Up

Once bidders have been informed of their winning bids, and have paid in full, Auctioneer will send a PAID IN FULL invoice to the Rock Island Arsenal. At that point, winning bidders should contact Ms. Sandra Duncan at (309) 782-2667 or via email at sandra.k.duncan12.civ@mail.mil to coordinate pickups of all Lots and set dates and times.

No refunds or chargebacks will be granted if failure to pick up sold items during the scheduled removal times. These items will then be considered abandoned and a removal fee may be assessed to the purchasers to the extent permitted by law.

Auctioneer reserves the right to sell items not picked up or paid for by the allotted time, to the backup bidders.

Payment received is considered confirmation of purchaser's contract obligation.

Equipment purchases will be loaded on the purchaser's truck/trailer except for Lot 106 and Lot 82 for which the purchaser will be required to dismantle/load this equipment at their cost. RIA is not responsible for securing the equipment for transit. Loading is between 6:00 a.m. to noon Central Standard Time on Monday through Thursday, except for federal holidays.

Notice

All items must be paid for in full prior to the time of removal. There will be no partial release of any lots at any time without payment in full for all items purchased by the purchaser. Purchased items will be released upon presentation of an e-mail invoice and valid photo ID. All movers or anyone picking up items on a buyer's behalf must present the e-mail invoice and a valid photo ID before purchased items will be released. All items must be physically removed from the removal locations during the scheduled times. Buyers must sign a receipt upon removal of their purchased items at the removal site as proof of receipt. All cost, responsibility and risk of such removal shall be borne by the purchaser. The purchaser shall use prudence in effecting such removal.

Please note that due to some physical limitations of some removal facilities, there may be an extended waiting period for the pick-up of one's purchased items.

In the event an item is not available for pickup, the buyer will be notified as soon as possible via e-mail and an adjustment or refund will be made.

This is an on-line only auction. If items are not picked-up during the scheduled removal times NO REFUNDS OR CHARGEBACKS WILL BE GRANTED due to a lack of removal at the designated times. If purchased items have not been removed during the scheduled removal dates and times, the items will be considered abandoned and to dispose of the abandoned items a removal fee may be assessed to the purchasers to the extent permitted by law.

ITEMS WILL NOT BE SHIPPED BY AUCTIONEER. AUCTIONEER WILL BE FREE TO DISPOSE OF ANY ABANDONED ITEM IN ANY MANNER THAT AUCTIONEER DEEMS APPROPRIATE.

Bids for a particular item are subject to a minimum bid increment. If you bid between an amount below the minimum increment your bid will not be accepted. Once accepted, bids may not be retracted or cancelled.

Staggered Closing

Auctioneer reserves the right to "stagger" the opening and/or closing times of items within the auction. The on-line auction closes 15 items per every 10 minutes.

Dynamic Closing

Whenever a bid is placed within the last three minutes of the item's closing time, the closing time of that item will be automatically extended an additional three minutes.

Winning Bidder Notification

Winning high bidders will be notified by e-mail ONLY when all items in the auction have closed. Bidders are responsible for checking their e-mail.

NOTICES:

For demonstration purposes various items may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions. Fixtures and tooling that may have been seen in photos are not included in the sale of the machine.

A bidder is bidding on the described item, not the photo. Occasionally a wrong photo may be displayed. Always read the item description. Descriptions are believed to be accurate but are not guaranteed.

Auctioneer reserves the right to add or remove items from the auction, split or combine lots, add minimum bids or reserve prices, cancel, suspend, extend or reschedule the auction of an individual item or lot and cancel, suspend, extend or reschedule an auction event.

Any controversy or claim arising out of or relating to these Terms and Conditions, or breach thereof, shall be settled solely by the Auctioneer. Auctioneer's and Seller's liability shall be limited to the refund of the buyer's purchase price as the sole and exclusive remedy of the buyer.

Each bidder agrees:

A. To indemnify and hold harmless the Auctioneer and the Seller from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the purchase or use of any item, or the attendance or participation of bidder or attendee, his agents or employees, at the preview/removal sites.

B. To be responsible for the payment of the purchase price due on all of bidder's purchases.

C. To pay in full for all items purchased before removing same from the removal location.

D. That all rights and defenses available to the Auctioneer hereunder shall extend to the Seller.

There shall be no guarantees or warranties, expressed or implied, statutory or otherwise of any nature whatsoever in respect to the items offered at the auction. Each and every item will be sold "as is, where is". Specifically, but without limitation, Auctioneer makes no representation or warranty that any of the items:

A. Conform to any standard in respect of safety, pollution or hazardous material or to any standard or requirement of any applicable authority, law or regulation, or

B. Are fit for any particular purpose, or

C. Are merchantable or financeable, or

D. Are of any particular age, year of manufacture, mode, make or condition.

Bidder agrees he or she has satisfied himself or herself and is not relying on Auctioneer, nor is Auctioneer liable, for any matter in respect of the above. Bidder further agrees to repair, at his cost, any item purchased at the auction to a safe operating condition and, without limitation, to a condition which meets any standard or requirement of any applicable authority, law or regulation including those concerning any use to which the item may be put. Sales documents will be issued in the name of the registered bidder only.

Every attendee at the preview/removal locations and premises at any time shall be there at his or her own risk with notice of the condition of the preview/removal premises and the activities thereon. No bidder shall have any claim against the Auctioneer, or the Seller, or their agents, employees or principals for any injuries sustained, nor for damages to, or loss of property of any bidder, which may occur from any cause whatsoever.

Each bidder agrees to indemnify and hold harmless both the Auctioneer and the Seller against any liability and damages claimed by any person or party caused by acts of the bidder while the bidder or attendee is on the preview/removal locations and premises.

Any dispute arising as to any bidding shall be settled by the Auctioneer at its sole discretion and the Auctioneer may put the Item in dispute up for sale again. The Auctioneer reserves the right to refuse any bid which it considers to be an insignificant advance over the preceding bid.

Purchases become the responsibility of and shall be at the risk of the Purchaser upon acceptance of his or her winning bid. It shall be the responsibility of the Purchaser to insure his or her purchases immediately. The Auctioneer shall not be responsible for loss or damage to any purchase.

All information describing items has been prepared as a guide only, based on information from sources believed to be reliable and from the Seller; however, its accuracy cannot be guaranteed or warranted.

No sale shall be invalidated, nor shall the Auctioneer be liable as a result of defects or inaccuracies in the description of any item. The bidder acknowledges that all items were available for inspection prior to the auction and that it is the bidder's responsibility to inspect all items and to make his or her own inquiries prior to bidding.

The Terms and Conditions shall be governed by and interpreted under the laws of, and any action hereunder against the Auctioneer shall be commenced in the State of Illinois and the jurisdiction shall be the County of Cook. If any provision of these Terms and Conditions is invalid or unenforceable as against any party under certain circumstances, the remainder of these Terms and Conditions and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of these Terms and Conditions, except as otherwise herein provided shall be valid and enforced to the fullest extent permitted by law.

All statements printed in catalogues, ads, brochures, signs, on any website, as well as verbal statements made by Auctioneer, or its representatives, have come from the Seller, or other sources deemed to be reliable. Auctioneer assumes no responsibility or liability for representations made by Seller and shall have no obligation to verify or authenticate such statements or claims.

All persons entering the RIA must provide the following documents in order to remove winning Lots, Proof of Purchase and payment from Auctioneer, Proof of Insurance, current auction registration, and a Valid Driver's license or government issued identification. This requirement will be required for ALL entries onto the RIA.

All Purchasers must be aware that the export, disposition, or use of any purchases will be subject to all applicable U.S. laws and regulations. For more information, contact the Office of Defense Trade Controls, Department of State, the Bureau of Export Administration, and the Department of Commerce for specific export licensing information.

Appliances and refrigeration equipment are subject to the Clean Air Act (CAA) Amendments of 1990 which prohibits the venting or release to the environment of Class I or Class II ozone depleting and subject to the Refrigerant Recycling Rule. It is required that the recovery and verification of refrigerant is conducted by a certified technician prior to final disposal as scrap or in a landfill.

NOTE: Polychlorinated Biphenyl (PCB's) have been tested and found to contain traces less than 50 parts per million concentration. Purchasers must be responsible to determine the extent to which this and any other Federal, State, or local regulations may affect your purchase.

ROCK ISLAND ARSENAL ACCESS CONTROL RECORD CHECK

Visitors are Welcome to RIA

Purpose: The United States Army requires a criminal records check be conducted on all visitors not affiliated with the Department of Defense or US Government.

SECTION I

NAME (Last, First, Middle Name)	LAST FOUR OF SOCIAL SECURITY #

E-MAIL Telephone number	DATE OF BIRTH (DAY/MONTH/YEAR)

OTHER NAMES USED (No nicknames)	RACE Place of birth	SEX	U.S. CITIZEN
		M ☐ F ☐	Y ☐ N ☐

CURRENT HOME ADDRESS NUMBER AND STREET	CITY	STATE	ZIP CODE

PURPOSE OF VISIT

LOCATION:

OFFICIAL BUSINESS

- ☐ FIRST ARMY
- ☐ ARDEC
- ☐ ARMY CORPS OF ENGINEERS
- ☐ ARMY SUSTAINMENT COMMAND
- ☐ CHRA/CPAC
- ☐ COMMISSARY/PX
- ☐ CONTRACTING
- ☐ CREDIT UNION
- ☐ ECBC
- ☐ GARRISON
- ☐ JOINT MUNITIONS COMMAND
- ☒ JMTC
- ☐ RESERVE CENTER
- ☐ OTHER

RECREATIONAL VISIT

- ☐ CEMETERY
- ☐ DINING CLUB HOUSE
- ☐ FISHING
- ☐ GOLF
- ☐ GYM
- ☐ HISTORIC SITES
- ☐ LOCK & DAM VISITOR CENTER
- ☐ MUSEUM
- ☐ MWR EVENT
- ☐ OTHER

PURPOSE OF VISIT: Preview of equipment for machine auction.

GOVERNMENT POINT OF CONTACT (For Official Business Visits Only)

NAME: Sandy Duncan PHONE: 309-782-2667

LENGTH OF VISIT DATE: 17 July 2019 TO: 17 July 2019

FREQUENCY OF VISIT: ☒ ONE TIME ☐ DAILY ☐ WEEKLY ☐ MONTHLY

OTHER:

SECTION II

I HEREBY CONSENT TO THE RELEASE OF MY CRIMINAL HISTORY RECORDS.

PRIVACY ACT STATEMENT

I **Authorize** a representative of the Rock Island Arsenal, Directorate of Emergency Services to conduct my background check, to obtain any information relating to my criminal history record. I authorize the Rock Island Arsenal Police Department, conducting my investigation to disclose the record of my background investigation to the official responsible for making a determination of suitability or eligibility for access to Rock Island Arsenal. I understand that the information released by records custodians and sources of information is for OFFICIAL USE ONLY by the Rock Island Arsenal for the purposes stated and that it may be re-disclosed by the government only as authorized by law. I further understand that with the signing of this form I authorize additional background checks as may be needed by representatives of the Rock Island Arsenal for continuing access to the installation.

15. My information on this form is true, complete, and correct to the best of my knowledge.

a. SIGNATURE OF APPLICANT

b. DATE

16. RETURN THIS FORM BY EMAIL, FAX OR MAIL TO:

Directorate of Emergency Services
Visitor Control Center
ATTN: Building # 23 (IMRI-ESS-A)
Rock Island Arsenal
Rock Island, IL 61299

Fax: 309-782-5029
Phone: 309-782-0551
Email: usarmy.ria.imcom.mbx.usag-access-request@mail.mil

You may also bring this completed form in person with you to the Visitor Control Center.

******* APPLICANT DO NOT WRITE BELOW THIS LINE *******

FITNESS DETERMINATION OFFICER OFFICIAL USE ONLY

SECTION III

REVIEWING AUTHORITY

☐ APPROVED ☐ DISAPPROVED REASON DISAPPROVED

APPROVING AUTHORITY

DATE

REMARKS

Print Form

Submit Via E-mail