

## Terms & Conditions

Sold by Court Order for the Receivership for American Pension Services, which reserves the right to refuse any bid for any reason. Bidders should conduct their own due diligence to determine value.

THEREFORE, the Seller offers these assets for sale in "AS IS" CONDITION AT THE TIME OF SALE OR CLOSING, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE, KNOWN OR UNKNOWN, with no representations, warranties or guarantees whatsoever, express or implied, regarding their nature, value, source, authenticity, fitness, merchantability, and/or any other aspect or characteristic of these assets. No statement anywhere, whether express or implied, shall be deemed a warranty or representation by the Seller regarding these assets. All sales are with the understanding that the buyer cannot rely on any other representation, warranty or guaranty made by anyone.

All information derived from third party sources, including but not limited to documents listed on the website, is deemed reliable but not guaranteed.

All buyers are deemed to have relied entirely on their own information, judgments and inspections of the assets in making the decision to purchase the asset.

**INSPECTION:** There will be no physical inspection of any structures on any of the real properties. Do not disturb Occupant if any and do not trespass on the property

In addition, all Buyers must agree to release and hold harmless the Seller from any and all demands, rights and causes of action, arising from, or to arise from, or by reason of, the Court Ordered Sale.

**Live Online Bidding:** You will be able to bid on all lots in this auction online. 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.

**Bids:** All bids will be subject to the acceptance or rejection by the Court Ordered Receivership within 24 hours of auction conclusion.

**Registration:** Persons wishing to participate in the bidding process of the sale are required to register online at [www.cwsmarketing.com](http://www.cwsmarketing.com) and send in a \$5000.00 bid deposit via cashier's check. Note: Each registered bidder is solely responsible for the use of his/her bidder user name and access and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

**Deposit:** A \$5,000.00 deposit is required to bid. U.S. funds only. Deposits must be made by cashier check only and sent to CWS Marketing Group, 10611 Balls Ford Road, Suite 140, Manassas, VA 20109, Attn: Stephanie Vale. A \$5,000.00 deposit will be required for each lot.

For all winning bids over \$50,000.00 will require an additional deposit to equal 10% of the purchase price less your initial \$5,000.00 deposit within 3 business days.

Once your deposit is received, 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.

If a bidder is not successful, the deposit check will be sent back within 5 business days.

**BUYER PREMIUM:** A fee equal to 5% of the auction price will be collected from the buyer and will be included in the final sale amount.

**Final Payment:** Final payment(s) for The Promissory Note and Rescission Offers Bundle Lots must be made by **July 20, 2017**, via cashier's check or bank wire only. No extensions for final payment. To make final payment send a cashier's check payable to "CWS Marketing Group" to CWS Marketing Group, 10611 Balls Ford Road, Suite 140, Manassas, VA 20109, Attn: Stephanie Vale Or ask for Bank wire instruction.

**Note: Closing for all Real Property Lots will be in 30 days in accordance with your sale contract.**

**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 the 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.