

# WELCOME TO THIS ABSOLUTE AUCTION

## BUYER'S GUIDE

“This is merely a guide and only a guide, nothing in this document is correct,  
you are buying a lot number only, inspect with your own eyes.”

“Everything Sold As Is – Where Is”



1-800-737-3011

**April 21 & 22, 2010 at 8 AM**

	<b>BERRYHILL AUCTIONEERS</b> <a href="http://www.berryhillauctioneers.com">www.berryhillauctioneers.com</a>	3901 Dendron Drive Flower Mound, TX 75028 (972) 874-1222 (972) 874-1444 FAX email: raytopcat@aol.com
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Auctioneer: Ray T.C. Berryhill, Mississippi License # 706 Firm #707F

BIDDER REGISTRATION AGREEMENT

This agreement is made and entered by and between BIDDER NAME # \_\_\_\_\_ and BERRYHILL AUCTIONEERS (Auctioneer) and Property OWNER in consideration of the following terms and conditions:

1. All prospective buyers must register and receive a Bidder's number.
2. On day of sale, all purchases must be paid in full in United States dollar amounts, by cash, cashiers check, personal or company check. Any and all personal or company checks must be accompanied by a letter of credit from bidder's Bank for this particular sale and proof of identity. No Letters of Credit for other sales will be honored. Bidder waives his right to stop payment on any check, and directs his Bank to honor any check presented by Auctioneer; along with this contract, despite any stop payment order issued by Bidder subsequent to the date of this agreement. Bidder hereby waives any claim against the Bank for payment of such check over a stop-payment order.
3. All sales are subject to state Sales Tax laws. Payment of sales tax is required on all purchases unless qualified Dealers execute a Certificate of Resale, bearing Bidder's Sales Tax Exempt Number. All sales are "AS IS-WHERE IS," WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OPERATING CONDITION OR COMPLETENESS OF ALL PARTS.
4. All sales are final upon Auctioneer's acceptance of the last bid. Upon such sales, Bidder immediately assumes the risk of loss. No purchases may be removed from the premises until complete settlement has been made. All purchases must be removed within the time posted at the auction site and as announced by Auctioneer. Complete settlement must be made on date of Auction including payment of Buyer's Premium, which Bidder hereby agrees to pay. Buyer's receipt showing full settlement will be required in order to remove purchases from the auction site.
5. Auctioneer reserves the right to reject any bid or disqualify any Bidder due to financial or other reasons. The decision of the Auctioneer as to any dispute between one or more Bidders shall be final and binding.
6. If for any reason whatsoever, Auctioneer fails to deliver an awarded lot, Auctioneer's sole liability shall be for the return of any deposit or monies paid on such non-delivered lot or for such sale, and Bidder shall have no further claim. In such event, Bidder shall immediately return the subject equipment.
7. In the event the Bidder fails to pay the purchase price or otherwise defaults on his obligations concerning removal of assets purchased, Auctioneer may treat the articles purchased as the property of the Bidder, subject to a possessor lien in favor of Auctioneer for the amount of the bid, and cost of removal and storage. Auctioneer may resell or otherwise dispose of such articles without notice to and at the Bidder's sole risk and expense, and recover from Bidder any loss and costs of resale, including reasonable attorney's fees and costs of suit.
8. **Bidder agrees to defend, indemnify and hold Auctioneer harmless for any injury to the person or property of any persons whatsoever caused by Bidder, or his agents, and further agrees to defend, indemnify, and hold Auctioneer harmless for any personal injury or property damage incurred by Bidder, or his agents, on the sale premises.**
9. Bidder agrees to pay for purchases on day of sale and further agrees to pay Auctioneer 2% (two percent) per month on any unpaid balance.
10. **This agreement shall be deemed made at Auctioneer's office, shall be interpreted and enforced under the laws of Denton County in the State of Texas, and jurisdiction and venue of all suits and claims arising under this Agreement or resulting from the auction which is the subject of this Agreement shall be in Denton County, Texas. Owner hereby irrevocably consents to venue and jurisdiction in Denton County, Texas in connection with any such claim or suit.**
11. No person shall bid on any lot (a) of which he is the Consignor or associate of the Consignor, or (b) on behalf of any other person who is the Consignor of it.
12. Purchaser acknowledges that prior to the auction all lots were available for inspection.
13. Auctioneers may, at any time at their sole discretion and without notice or liability to bidder: (a) withdraw or cancel the sale of any lot; or (b) offer any lots in groups or with privilege.
14. All necessary documents will, if available, be delivered to Purchaser against payment in full of the purchase price as set out above and will otherwise be mailed within 10 banking days of such payment.
15. **This writing, and any Bill of Sale issued to Bidder at this auction, constitutes the entire agreement between Auctioneer and Bidder, and all prior and contemporaneous agreements, statutes, or representations between the parties are merged herein.**
16. The Bidder's Book is an order of sale only. The Bidder's Book most likely contains unintentional errors in description, year of manufacture, serial numbers, specifications and data concerning lots being sold. Though best effort has been extended for accuracy, the Auctioneers make no guarantee or representation of any description, year of manufacture, serial number, specifications or data concerning lots being sold. **It is the bidder's responsibility to assure themselves of description, year of manufacture, serial number, specifications or data to their own satisfaction. Bidder agrees to hold Auctioneer harmless for any error in description, year of manufacture, serial number, specifications or data of any lots sold.**
17. **There is a buyer's premium on all lots sold of 5% if you are present, 10% on all Internet and absentee bids.**
18. **AUCTION SITES ARE VERY DANGEROUS PLACES OF OPERATION. No one under the age of 18 allowed on Auction Property, unless accompanied by parent. By signing this Agreement, Buyer agrees to hold Berryhill Auctioneers and Property Owner harmless for accidental injury occurring while on auction premises. Buyer and all guests assumes full responsibility for all personal liability and retains applicable insurance coverage.**

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Signature

Printed Name

Date

# EVERYONE MUST READ!

IMPORTANT LOAD OUT INFORMATION!  
NO LOAD OUT DURING THE AUCTION!

**Beginning Friday, April 23, 2010**

**Load Out operations will be conducted during the hours of  
8:00 AM to 4:00 PM, Monday through Friday.**

**We are closed Saturday & Sunday!**

**NO LOAD OUT!**

All purchases must be removed by  
4:00 PM on Friday, **May 14, 2010**

**NO EXCEPTIONS!!!**

**Any items after that date will be loaded with a fee charged.**

**Anything on the yard after May 28, 2010 becomes the property of Plunk's.**

**LOADING OF CONTAINERS**

**Plunks will provide 2 men AND 1 forklift**

**FREE FOR THE FIRST 2 HOURS.**

**EVERY HOUR AFTER THAT WILL BE  
CHARGED AT A RATE OF \$100 PER HOUR !!!**

**If any materials are needed to make the load or any special requests, all materials such as  
pallets, wood or any additional material will be paid for by the BUYER !!!**

No items will be loaded or released without the  
Purchase Invoice stamped "Paid – OK to Release" by the auction company.

No lots will be released to any one or trucking company  
without a written release sent to the auction company.

Berryhill Auctioneers, nor **Plunk's** will be responsible for any items you purchase at this auction.  
Everything "SOLD AS IS – WHERE IS", BUYER is responsible for all your bids and purchases.

Load Out is on a First Come – First Served Basis.

Load Out of all items is the sole responsibility of the BUYER.

**Plunk's** will try to tail gate any item purchased, but is still the responsibility of the BUYER.

Berryhill Auctioneers, nor **Plunk's** will be in anyway responsible  
for Load Out and/or Shipping Arrangements of any type.

**YOU MUST READ, UNDERSTAND and ACCEPT YOUR BIDDER'S AGREEMENT.**



**BA BERRYHILL AUCTIONEERS**  
[www.berryhillauctioneers.com](http://www.berryhillauctioneers.com)

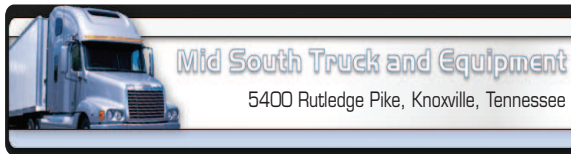
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# ABSOLUTE PUBLIC AUCTION

TRUCKS, TRAILERS, ENGINES, TRANSMISSIONS & TRUCK PARTS

**World's Largest Truck Parts Auctioneer!**

*"Please Mark Your Calendars for these Absolute Auctions"*



**MAY 19, 2010**

**MID SOUTH TRUCK & EQUIPMENT**

**Knoxville, Tennessee**

*Going Out of Business - Complete Liquidation*



**JUNE 23 & 24, 2010**

**WILLIAM COHEN & SONS INC.**

*Huge Inventory Reduction Auction*

**Downingtwn, Pennsylvania**



**AUGUST 18TH, 2010**

**GEIGER TRUCK PARTS**

*7th Annual Auction- "#1 in Customer Satisfaction & Product"*

**Watsaka, Illinois**



**SEPTEMBER 22, 2010**

**BISHOP TRUCK PARTS**

*A Texas Size Inventory Reduction*

**Dallas, Texas**



**OCTOBER 27, 2010**

**DALE'S TRUCK PARTS 2010**

*World's Largest Truck Parts Auction*

**Ohio - City to be Determined**

**BA BERRYHILL AUCTIONEERS**

Auctioneer: Ray T. C. Berryhill, GA Lic. #2808, IL # 041.0000885, FL AU# 2617, AB# 1930, MS #706 Pending

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