**Surplus Pen Inventory of A.T. Cross Company - In Conjunction with First Star Alacer**

**Auction Date & Time:**Lots start closing on **Tuesday, January 9, 2024,** at **11:00 AM EST.**

**Inspection:**1 Day Preview **Friday, January 5, 2024** / Appointments Required 8-4 pm.

**Removal:** Small items that can be carried out should be removed immediately after the
auction sale and no later than **Friday, January 19, 2024**. All items must be removed by**Friday, January 26, 2024**unless otherwise discussed and approved by LRG.

**Shipping:** Shipping and Transportation is the responsibility of the buyer.

**Buyer's Premium:** 18.5% Buyer's Premium applies on all online purchases and applicable taxes.

**Registration:** **CREDIT CARD PREAUTHORIZATIONS OF $500.00 WILL BE REQUIRED ON ALL BIDDERS REGARDLESS OF HISTORY.**

**Deposits:**DEPOSITS OF $500.00 WILL BE CHARGED ON A CASE-BY-CASE BASIS

**Payments:** All successful bidders can pay by credit card (3% fee applied to Mastercard & Visa), check (certified preferred or personal with bank letter), or wire transfer. All successful bidders will receive their invoices via email from LRG the day after the auction sale. Payments are to be made in full within 48 hours of the auction close. Payments not received will be canceled and reported for nonpayment.

**Taxes:** All successful bidders will be responsible for sales taxes which will be added to your invoice unless an exemption certificate is supplied prior to invoicing.

**Refunds:**No refunds or adjustments will be made once an item has been removed from the auction site. All refunds and adjustments are solely at the discretion of the auction company.

All purchases are required to have a Buyer's number.  The Buyer number will be valid for this Auction only and may be received in the Auction office.

The Auctioneer reserves the right to withdraw from sale any of the items listed or to sell at this Auction items are listed, and reserves the right to group one or more lots, or to subdivide into two or more lots.  Whenever the best interest of the seller will be served, the Auctioneer reserves the right to sell all the items listed in bulk.

At this auction and for every auction Levy Recovery Group, LLC conducts, we consider a sale as the following: "When the auctioneer asks for a bid, we consider that an offer, and when the attendee raises his or her paddle, or bids in any manner he or she sees fit, we consider that an acceptance"  In other words that action constitutes a sale, which you as the attendee accept, without prejudice.

If any dispute arises between two or more bidders, the Auctioneer may decide the sale or may immediately put the lot up for sale again and resell to the highest bidder.  The decision of the Auctioneer will be absolute.  When items are to be sold by estimated count, measure, or weight the purchaser will be billed for and required to pay for the estimated count, measure, or weight.  If any shortage exists at the time of removal, the Buyer will receive a refund at the rate of purchase.  If there is an excess, the purchaser will be required to accept and pay for this
excess, at the rate of purchase.  The Auctioneer reserves the right to reject any bids.  On lots that have a reserve, the Auctioneer shall have the right to bid on behalf of the Seller. The Auctioneer shall not be responsible for the correct description, authenticity, genuineness of, or defect in any lot and makes no warranties, expressed or implied.  No allowance will be made, or sales will be set aside on account of any incorrectness or errors in cataloging or any imperfections not noted.  No deductions will be allowed on damaged articles, as all goods are being sold “AS IS”, with no warranty, expressed or implied.  A deposit of at least 25% of the entire purchase price is required at the time of registration if required by the auctioneer. Any deposit left, for which the Buyer made no purchase, will be promptly returned.

Everything will be sold to the highest bidders for cash, in accordance with the auctioneers’ normal Terms of Sale.  You can also request a copy of our terms and conditions of sale by email to Accounting@levyrecovery.com. Your bid is a contract: Place a bid only if you are serious about buying the item. If you are the high bidder, you will enter into a legally binding agreement with Levy Recovery Group (LRG).  The bids are in US dollars. An 18.5% Buyers Premium will be added to all items sold.  LRG makes every attempt to accurately describe all items at the auction sale, there are always possibilities of errors occurring which are out of LRG's control. It is
important to know this fact if you plan on placing a Proxy Bid or if you plan on bidding over the WEB.

Please inspect before you bid and remember, everything is sold AS IS, with absolutely no warranty or guarantee of any kind, either written or implied. On occasion, we may have additional information regarding an item being auctioned which will be announced during the auction process.

 BUYER BEWARE

RESERVE: THIS AUCTION IS BEING CONDUCTED WITH RESERVE. THE AUCTIONEER RESERVES THE RIGHT IN ITS SOLE DISCRETION TO BID ON ANY AND ALL LOTS, IN SUCCESSION, BID AFTER BID, LOT AFTER LOT, AND IN BULK.