

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION**

In re:
GREENFIELD SILVER, INC.
f/k/a Lunt Silversmiths, Inc.

Debtor

Chapter 11
Case No. 09-32228-HJB

**MOTION FOR ORDER APPROVING AUCTION SALE OF PROPERTY OF THE
ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES PURSUANT TO 11
U.S.C. §363(b) AND (f) AND FOR CARVE OUT**

Now comes the debtor-in-possession Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor") in the above Chapter 11 case, through its counsel, and hereby moves, pursuant to Bankruptcy Code §§ 363(b) and (f) and Bankruptcy Rule 6004(c) for authority to sell, by public auction sale, all of the estate's right, title and interest in personal property including machinery, equipment, office furnishings, and production materials (the "Manufacturing Assets") and miscellaneous silver flatware and giftware inventory (the "Silver"), free and clear of all liens, claims, mortgages, security interests, charges, encumbrances, and other interests and authorizing a carve out. In support thereof, the Debtor respectfully states as follows:

Background

1. On December 18, 2009 the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code with this Court.
2. The Debtor intends to liquidate its business and assets through this Chapter 11 case.
3. The matters set forth herein constitute core proceedings pursuant to 28 U.S.C. § 157(b)(2)(A) and (M).

4. The Debtor requests an order granting permission to sell the Manufacturing Assets and Silver by public auction to be held on the Debtor's premises at 298 Federal Street, Greenfield, MA (the "Premises") which will also be broadcast live via internet.

5. The Debtor has filed contemporaneously herewith an application to employ Aaron Posnik & Co., Inc. ("Posnik") as an auctioneer in this case.

6. On February 11, 2010, the Debtor sold substantially all of its assets to Reed and Barton Corporation through a § 363 sale. However, the Debtor still possesses Manufacturing Assets and some Silver that it wishes to liquidate in order to pay down its obligation to its secured lender, Greenfield Commercial Credit ("Greenfield").

7. The Debtor believes that the sale of the Silver and the Manufacturing Assets is authorized by this Court pursuant to 11 U.S.C. § 363(f)(2).

8. On January 6, 2010, this Court issued an order authorizing the Debtor to use cash collateral and granting adequate security to its pre-petition secured creditor, Greenfield (the "Order"). The Order is valid through April 1, 2010 (the "Specified Period"), at which time this Court has scheduled a further hearing on the use of cash collateral.

9. The Order specified that Greenfield Commercial Credit would be responsible to pay the reasonable and necessary attorneys' fees of the Debtor's counsel, as well as counsel to the unsecured creditors committee associated with the Debtor's liquidation through the Specified Period, in an aggregate amount not to exceed \$25,000.

10. In the event that this Court grants this Motion, the Debtor believes that its sale of the Manufacturing Assets and Silver requested herein will occur after the Specified Period. Therefore, the Debtor is also seeking an order from this Court for a carve out from Greenfield to pay the reasonable and necessary legal fees of the Debtor's counsel and unsecured creditors

committee's counsel that are associated with the sale contemplated herein, in an aggregate amount not to exceed \$20,000 (the "Carve Out").

Auction

11. The Debtor will sell the Manufacturing Assets and Silver by public auction at the Debtor's premises at 298 Federal Street, Greenfield, MA (the "Premises") which will be broadcast live by internet.

12. The Debtor believes that sale of the Manufacturing Assets and Silver via public auction and by internet is the best means of liquidating these assets as it will provide worldwide exposure of the sale which is the most likely method to attract numerous potential buyers.

13. The Debtor's Manufacturing Assets and Silver will not be auctioned together with any non-bankruptcy estate items.

14. A copy of the proposed Notice of Sale is attached as Exhibit A.

Costs, Expenses and Fees

15. With respect to expenses, Posnik has provided the following estimate of expenses necessary to conduct the auction of the Manufacturing Assets and Silver by public auction broadcast live via internet:

- a. The expense for mass market advertising through the New York Times, Boston Globe, Hartford Courant, Springfield Republican, and Greenfield Recorder and direct mailing of brochures to a narrowly defined group of potential buyers in the silver industry is estimated at \$8,500;
- b. The expense for auction preparation to clean, lot, tag, photograph, catalog and prepare for the auction is estimated at \$7,500;
- c. The expense associated with the live internet broadcast to an unlimited number of

potential bidders worldwide is as follows: The broadcast will be supported by an internet auction mechanism called Bidspotter (“Bidspotter”) which is an internationally recognized service provider which will allow for “real time” bidder/auction site interaction, with online bidders having the opportunity to bid against others situated at the auction location. Bidspotter’s fees are as follows: \$350 base fee per day, plus \$50 per broadcast hour for administration costs and three (3%) percent of the aggregate hammer price paid by online bidders placing the winning bid. In order to provide this service, Posnik must provide Bidspotter with a complete, detailed catalog including pictures of each lot. Posnik’s charge to provide this service is \$2,000 which includes miscellaneous expenses; and

d. The expenses for Posnik’s services include a one day inspection and the performance of auction services on the days of the auction, as well as supervision of the removal of assets for six (6) days after the auction. Posnik estimates that these costs will be approximately \$7,500, including all labor, travel and miscellaneous expenses. If the Debtor wishes for Posnik to continue to supervise the liquidation, the associated costs would be \$150 per day, per person. The liquidation may take an additional 10 to 14 days.

Bidspotter- The Internet Auction Mechanism

16. Bidspotter’s uniform resource locator (“URL”) is www.bidspotter.com.

17. Neither the Debtor nor any party in interest is known to have any connections with the Bidspotter or any expected bidder.

18. To the best knowledge of the Debtor, Bidspotter will not provide auction services or any other services beyond access to its automated on-line services and related customer support.

19. Use of Bidspotter is subject to general rules, policies, procedures or terms or conditions (the "General Terms and Conditions"). A copy of the General Terms and Conditions is attached as Exhibit B. They may also be examined at <http://www.bidspotter.com/forms/terms.php>.

20. In addition to the General Terms and Conditions, Posnik will have its own individual terms and conditions relating to the internet auction (the "Individual Auction Terms and Conditions"). A copy of the Individual Auction Terms and Conditions will be available on Bidspotter's website during the bidder registration process. As summary of the Individual Auction Terms and Conditions is as follows: in order to bid online, prior to the auction, Posnik must receive a deposit in an amount that is at least 25% of the bidder's anticipated bid, made by a certified or bank check; wire transfer; or a company/personal check accompanied with a letter of guarantee from its bank.

21. To summarize, the policies that are likely to result in restriction on bidding for the Manufacturing Assets and Silver or limitations on the Debtor in offering such assets for sale with full or partial reserve or otherwise controlling determination to sell such assets are as follows: None other than those stated herein.

22. The mechanism for payment to the Debtor's bankruptcy estate shall be as follows: Posnik will collect all proceeds from the successful internet bidders, including Bidspotter's requisite 3% fee, prior to the removal of any auctioned items from the Premises. Posnik will include a statement of internet sales in its application for compensation and reimbursement of expenses to be filed with this Court.

Secured Party

23. Greenfield is the only creditor of the Debtor, which has a security interest in all of the

Debtor's assets, excluding the Debtor's real estate.

24. To the extent that Greenfield has a valid and perfected lien on the Manufacturing Assets and Silver, the costs of the auction sale, and the Debtor's fees and expenses in connection with the auction sale are for the benefit of the estate and its creditors, and may be compensated pursuant to 11 U.S.C. § 506(c).

25. The auction proceeds will be paid to Shatz, Schwartz and Fentin, P.C., as escrow agent ("SSF"). SSF, will hold all such proceeds in a trust or client funds account (the "Escrow Account") and only distribute the proceeds in accordance with this Order and/or any subsequent orders of this Court.

26. The Debtor seeks authority to pay from the Escrow Account, the proceeds from the auction sale to Greenfield to reduce the Debtor's obligation to Greenfield, less the Debtor's fees and expenses associated with the auction sale as set forth herein, and less the Carve Out. The Carve Out shall be paid from the Escrow Account to counsel for the Debtor and counsel for the unsecured creditors committee only at such time and in such amount as authorized and approved by this Court after application, notice and hearing.

WHEREFORE, the Debtor respectfully prays:

1. That this Court authorize the Debtor to comply with any rules, policies, procedures, or terms or conditions of the Internet Auction Mechanism disclosed herein and to enter into any required agreements in support thereof;
2. That this Court authorize the Debtor's Motion for sale of the Manufacturing Assets and Silver described herein free and clear of all liens, interests and encumbrances, pursuant to 11 U.S.C. § 363(b) and (f);
3. That this Court authorize the Debtor to pay Greenfield Commercial Credit the

proceeds of the auction sale, less any and all expenses, costs, fees identified in this Motion, which the Court authorizes the Debtor to pay, and less the Carve Out, which shall be paid to counsel from the Escrow Account only at such time and in such amount as authorized and approved by this Court after application, notice and hearing;

4. That any encumbrances shall attach to the proceeds of the sale, to the extent that they are valid and perfected, in the same priority as they are entitled to under applicable law; and
5. For such further relief as this Court deems just and proper.

Respectfully submitted this 26th day of March, 2010.

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella

Edward V. Sabella, Esquire

esabella@ssfpc.com

BBO #436820

Steven Weiss, Esquire

sweiss@ssfpc.com

BBO # 545619

L. Alexandra Hogan, Esquire

lahogan@ssfpc.com

BBO #672561

1441 Main Street – Suite 1100

Springfield, MA 01103

Telephone - (413) 737-1131

Facsimile - (413) 736-0375

For the Debtor

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Exhibit A

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
WESTERN DIVISION**

In re:
GREENFIELD SILVER, INC.
f/k/a Lunt Silversmiths, Inc.

Debtor

Chapter 11
Case No. 09-32228-HJB

NOTICE OF INTENDED PUBLIC SALE OF ESTATE PROPERTY

NOTICE is hereby given, pursuant to 11 U.S.C. § 363, Fed. R. Bankr. P. 2002(a)(2) and 6004, and MLBR Rule 2002-5 and 6004-1, that the Debtor, Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc., intends to sell, at public sale, the Debtor's right, title and interest in certain property of the estate consisting of:

PROPERTY TO BE SOLD:

The property to be sold is machinery, equipment, office furnishings, and production materials and miscellaneous silver flatware and giftware inventory.

THE AUCTION

The sale will be conducted by Aaron Posnik & Co., Inc. at the Debtor's premises located at 298 Federal Street, Greenfield, MA on Wednesday, April 28, 2010 and Thursday, April 29, 2010 starting at 10:30 a.m. each day, with an inspection on Tuesday, April 27, 2010 from 10:00 a.m. to 4:00 p.m.

The website address of the Auctioneer is: www.posnik.com.

The proposed sale procedures are more particularly described in the Debtor's Motion for Order Approving Auction Sale of Property of The Estate Free and Clear of Liens and

Encumbrances Pursuant to 11 U.S.C. §363(b) and (f) and for Carve Out (the “Motion to Approve Sale”) which is available to you free of charge by (i) contacting the undersigned; or (ii) by downloading the same free of charge from the undersigned’s website at www.ssfpc.com in pdf format by clicking the “Pleadings/Downloads” button on the left hand side of the home page; or (iii) on the website of the court: www.mab.uscourts.gov.

SALE FREE AND CLEAR OF LIENS:

The property will be sold free and clear of all liens, claims and encumbrances. Any perfected enforceable valid liens shall attach to the proceeds of the sale according to priorities established under applicable law.

OBJECTIONS:

Any objections to the sale must be filed in writing with the Clerk, United States Bankruptcy Court at 300 State Street, Springfield, MA 01105 on or before _____ at 4:30 PM (the “Objection Deadline”). A copy of any objection also shall be served upon the undersigned. Any objection to the sale must state with particularity the grounds for the objection and why the intended sale should not be authorized. Any objection to the sale shall be governed by Fed. R. Bankr. P. 9014.

HEARING:

A hearing on objections and the Motion to Approve Sale is scheduled to take place on _____ at _____ AM/PM before the Honorable Henry J. Boroff, United States Bankruptcy Judge, in the Berkshire Courtroom, 300 State Street, Springfield, MA. At the hearing on approval of the Motion to Approve Sale the Court may determine further terms and conditions of the sale. Any party who has filed an objection is expected to be present at the hearing, failing which the objection may be overruled. The Court may take evidence at the hearing to resolve issues of

fact. If no objection to the Motion to Approve Sale is timely filed, the Court, in its discretion, may cancel the scheduled hearing and approve the sale without a hearing.

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella

Edward V. Sabella, Esquire

esabella@ssfpc.com

BBO #436820

Steven Weiss, Esquire

sweiss@ssfpc.com

BBO # 545619

L. Alexandra Hogan, Esquire

lahogan@ssfpc.com

BBO #672561

1441 Main Street – Suite 1100

Springfield, MA 01103

Telephone - (413) 737-1131

Facsimile - (413) 736-0375

For the Debtor

09\0185\Auctioneer\Posnik\Proposed Notice of Posnik Auciton Sale.4801

Exhibit B



World Leader in Live Interactive Auction Broadcasts

Welcome to the BidSpotter.com Web Site(the "Web Site"), your portal to LIVE auction action! The services provided by BidSpotter.com ("BidSpotter.com") through the Web Site ("Service" or "Services") and the use of the Web Site are governed by these Terms and Conditions (the "Terms and Conditions"). By accessing or using the Services or the Web Site or by registering as a buyer ("Buyer" or "User"), you agree that (1) you have read and familiarized yourself with the Terms and Conditions, (2) you understand the Terms and Conditions, and (3) your use of the Services and the Web Site will be in accordance with the Terms and Conditions. If you do not agree to the Terms and Conditions, you may not access or use the Services or the Web Site. The Terms and Conditions together with any additional terms and conditions specific to a particular auction (incorporated herein by reference) constitute the entire agreement (the "Agreement") between BidSpotter.com and User regarding its subject matter and supersede and replace any and all prior or contemporaneous agreements between the parties regarding such subject matter

Amendment of Terms and Conditions. BidSpotter.com may amend any or all of the Terms and Conditions (including fees and transaction rules) at any time, at BidSpotter.com's sole discretion, without notice. Any amendment of the Terms and Conditions will be reflected on the Web Site. User is encouraged to periodically review the Terms and Conditions posted on the Web Site. Use of the Services and the Web Site constitutes acceptance of the Terms and Conditions including any amendments thereto.

Role of BidSpotter.com. BidSpotter.com provides the Services and the Web Site solely as a forum or venue in which licensed auctioneers and individual consignors ("Sellers") may offer assets for sale and Buyers may place offers to purchase these assets. BidSpotter.com is neither a principal interested in the transactions, nor an agent of Buyer or Seller. BidSpotter.com does not make, and should not be construed as having made, any representation or warranty of any kind concerning any of the offered assets or offerings, including without limitation any representation or warranty regarding the quality, safety or legality of the offered assets, or the truth or accuracy of any offerings. Additionally, BidSpotter.com makes no representation or warranty of any kind as to the ability of either Buyer or Seller to complete a sale in accordance with these Terms and Conditions or otherwise, and in accordance with any additional terms and conditions specific to a particular auction. BidSpotter.com does not have the power to transfer title to any assets offered by Sellers. BidSpotter.com retains sole discretion to remove any User who does not comply with the Terms and Conditions. However, Buyers are solely responsible for independently verifying the background of those Sellers with whom they enter into, or with whom they prospectively will enter into, a bid transaction. In the event of any dispute regarding any transaction conducted through use of the Services or the Web Site (a "Dispute"), User hereby releases BidSpotter.com, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns (the "Released Parties"), and each of the foregoing, from any and all manner of action, claim or cause of action or suit, at law or in equity, and from any and all losses, damages, costs or expenses, including without limitation court costs and attorneys' fees, which User may have

against the Released Parties, or any of them, known or unknown, disclosed or undisclosed, which arise out of or relate in any way to a Dispute.

Changes to Services and/or Web Site. User acknowledges and agrees that BidSpotter.com may change, modify, amend, suspend or discontinue any aspect of the Services or the Web Site, at any time, without notice and without liability to User or to any third party. BidSpotter.com reserves the right to impose limits on certain features of the Services or the Web Site, at any time, without notice and without liability to User or to any third party.

Registration. The Services and the Web Site are only available to persons with the legal capacity to enter into this Agreement. If you are under the age of 18 and wish to bid for an item on BidSpotter.com, only your parent or legal guardian may register, place a bid, or purchase the item BidSpotter.com may, at its sole and absolute discretion, refuse to accept a person's (or entity's) registration, and may, at any time after accepting registration, refuse to permit a person's (or entity's) continuing use of the Services and the Web Site.

Password and Security. *Help protect yourself.* As a User you are solely responsible for maintaining the confidentiality of your User name and User password. Since this information allows access to your account, which includes your credit card numbers, keep it as much to yourself as you would keep any credit card number or PIN. User is obligated to complete those transactions that occur using your User name and User password, whether such transactions are authorized or unauthorized. You agree that you shall immediately notify BidSpotter.com in writing or by electronic mail to bidspottercustomerservice@bidspotter.com of any unauthorized use of your User name or User password.

Auction Content. BidSpotter.com is not responsible for the quality, accuracy, reliability, legality or completeness of any Seller provided content. Buyer is solely responsible for verifying the quality, accuracy, reliability, legality and competitiveness of all Seller provided content, including any Seller Information.

User Conduct. User represents, warrants and covenants that its use of the Services and the Web Site shall not:

- (a) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. Without limiting the foregoing, User represents, warrants and covenants that it will not sell or buy any assets that may not be lawfully offered for sale or purchase in the United States and that User will not export from the United States any asset in violation of U.S. law;
- (b) impersonate any other person or entity, or make any misrepresentation as to User's employment by or affiliation with any other person or entity;
- (c) forge headers or in any manner manipulate identifiers in order to disguise the origin of any User Information;
- (d) upload, post, transmit, publish, or distribute any material or information for which User does not have all necessary rights and licenses, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

- (e) interfere with or disrupt the use of the Services or the Web Site by any other User, nor "stalk", threaten, or in any manner harass another User;
- (f) upload, post, transmit, publish, or distribute any unauthorized or unsolicited advertising, solicitations, offers for the sale of services, unsolicited communications, or offers for any "investment opportunities" (except as may be permitted by the use of the Services or the Web Site as provided for herein);
- (g) upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Services, the Web Site, or that of other computer systems;
- (h) use the Services or the Web Site in such a manner as to gain unauthorized entry or access to the computer systems of others;
- (i) upload, post, transmit, publish or distribute any material or information which constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law;
- (j) upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable; or
- (k) reproduce, copy, modify, sell, distribute or otherwise exploit for any commercial purposes the Services or the Web Site, or any component thereof (including, but not limited to any materials or information accessible through the Web Site).

Buyer Conduct. In addition to those other obligations set forth herein, Buyer acknowledges and agrees that by placing a bid on an asset, Buyer represents, warrants and covenants (1) that it shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of sale, and in accordance with these Terms and Conditions, (2) that it has the capacity to close the transaction, and (3) that it has actual authority to enter a bid, and to enter into an agreement to purchase the asset and (4) that any bid that it makes on an item constitutes an irrevocable offer to buy the item for the full amount of the bid. Buyer acknowledges and agrees that it shall be responsible for the payment of all amounts owed for a winning bid including but not limited to applicable taxes and Buyer's Premiums.

Buyer's Premium. In connection with a listed auction, Seller may charge each Buyer a Buyer's Premium ("Buyer's Premium") upon the completion of a successful transaction, or some other amount at the seller's sole discretion. For more details regarding whether a Buyer's Premium applies to a particular auction and to what extent, including the amount of such Buyer's Premium, please view the appropriate auction event detail page on the Web Site. Any purchase offer that you make on the Web Site indicates your express agreement to pay all amounts due, including any applicable Buyer's Premium.

Withdrawal of Auction/Auction Assets. User acknowledges and agrees that assets in an auction may be withdrawn or sold prior to the end of the designated auction period, and/or

that the auction may be discontinued, either temporarily or permanently, all without notice to User.

Termination. BidSpotter.com expressly reserves the right to terminate the use of, or to refuse to permit the use of, the Services and the Web Site by any person or entity, at the sole and absolute discretion of BidSpotter.com, for any reason or for no reason.

Price Manipulation/Bid Rigging. Collusion between Users or any form of price manipulation or bid rigging is strictly prohibited.

Taxes. BidSpotter.com is not responsible for the calculation of any taxes or the reporting or remittance of any taxes to any taxing authority. User expressly agrees and warrants that it shall comply with any and all applicable laws and regulations, including without limitation, those with respect to taxes. Users agree to defend, indemnify, and hold harmless BidSpotter.com from and against any and all damages, penalties, costs and expenses incurred by or imposed upon BidSpotter.com resulting from any failure by User to comply with applicable tax laws.

No Relationship. User and BidSpotter.com are independent contractors. Neither party is an agent, representative, broker, employee, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, agency, franchise or partnership between the parties or to impose any partnership obligation or liability upon either party.

Links to Third Parties. The Services and the Web Site may provide links to the web sites or services of others ("Third-Party Sites"). Links to such Third-Party Sites do not constitute an endorsement by BidSpotter.com of such Sites, or the products, content, materials or information presented or made available by such Sites. User acknowledges and agrees that BidSpotter.com is not responsible for any damages or losses caused or alleged to have been caused by the use of any Third-Party Sites, or from the products, content, material or information presented by or available through such Sites.

Downloading Information/Material. User hereby releases BidSpotter.com, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns from any and all actual or alleged damages which may result from User downloading any information or materials from the Web Site.

Choice of Law. This Agreement, and all questions with respect to the interpretation of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to the principals of conflict of laws. The parties submit to the exclusive jurisdiction of and venue in the Superior Court of St. Joseph County, Indiana. Each party hereby waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable costs and expenses of litigation and any appeal, including reasonable attorneys' fees.

Indemnification. User will defend, indemnify and hold harmless BidSpotter.com, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns (collectively, "Indemnified Parties"), from and

against any claim, loss, damage, liabilities, judgments, fees and expenses related thereto (including, without limitation, reasonable attorney's fees) incurred by any of the Indemnified Parties arising from or related to: (1) the use of the Services or the Web Site by User; (2) any breach or violation of these Terms and Conditions by User; (3) any breach of any of User's representations, warranties and covenants; (4) any claims arising out of or related to the goods or services sold through the Web Site; or (5) any claims arising out of or related to Buyer's non-performance of its obligations including but not limited to the obligation to complete transactions and to pay all amounts owed.

Disclaimer of Warranties. THE SERVICES AND THE WEB SITE, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES OR THE WEB SITE, ARE PROVIDED ON AN "AS IS", "WHERE IS", "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BidSpotter.com DOES NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN OR IN THE WEB SITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES OR THE WEB SITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. BidSpotter.com MAKES NO WARRANTY THAT THE WEB SITE OR THE SERVICES WILL MEET USERS' REQUIREMENTS, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT BY POSTING AN ASSET ON THE SERVICES OR THE WEB SITE, THE POSTED ASSET WILL BE SOLD. IF USER IS DISSATISFIED WITH THE SERVICES OF THE WEB SITE, USER'S SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES OF THE WEB SITE. BidSpotter.com MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE WEB SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OF THE WEB SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM BidSpotter.com OR THROUGH THE SERVICES OF THE WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. BidSpotter.com EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER. AUCTION HOUSE IS RESPONSIBLE FOR FINAL INVOICING OF ITEMS PURCHASED. EMAIL NOTIFICATION OF WINS AND BIDS REPORT ACCESSIBLE WITHIN LIVE BIDDER INTERFACE IS MERELY A REFERENCE POINT AND NOT A FINAL INVOICE OR CONFIRMATION OF WINNING BIDS.

Limitation of Liability. IN NO EVENT SHALL BidSpotter.com BE LIABLE FOR ANY DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE WEB SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, LOST GOODWILL, OR LOST SALES. IN NO EVENT SHALL THE TOTAL LIABILITY OF BidSpotter.com TO A USER FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR THE USE OF THE SERVICES OR THE WEB SITE EXCEED. IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100.00).

THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

Notices. Notices shall be given:

To BidSpotter.com: By email legal@BidSpotter.com.

To User: By email at the email address as reflected in User's registration information.

Notices to User shall be deemed to have been received twenty-four (24) hours after the email is sent. Notices to BidSpotter.com shall be deemed to have been given three (3) days after the date of mailing by certified mail.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

Waiver. The failure of BidSpotter.com to exercise or enforce any right or provision of this Agreement will not deemed a waiver of such right or provision.

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