

CONTRACT TERMS & CONDITIONS
FOR SEALED BID/EXCAVATOR

Hollingsworth Enterprises, Inc. (The Auction Company) intends to utilize the Sealed Bid Process to award a contract for the purchase of equipment further described in this bid packet.

Sealed competitive bids will be received by mail or hand delivered to until **FRIDAY, APRIL 3, 2026, by 4 P.M. CST.** at Hollingsworth Enterprises, Inc., 2749 Highway 21, Forest, MS 39074.

Bids must be made on the form provided by Hollingsworth Enterprises, Inc. or may not be considered. Bids submitted by email or facsimile will not be considered.

It is the responsibility of the prospective bidder to review the entire Contract Terms & Conditions. Hollingsworth Enterprises, Inc. may be reached for questions by phone at 601-469-2705 or by email at hollingsworthauc@att.net.

Inspections may be made by appointment only between the hours of 9 a.m. and 4 p.m. between the dates of March 30, 2026 and April 3, 2026. Please contact Hollingsworth Enterprises, Inc. by phone at 601-469-2705 or by email at hollingsworthauc@att.net to schedule viewing/inspection appointment.

Hollingsworth Enterprises, Inc. will prepare a written response to all inquiries. Respondents shall rely on their own inspection, the Bid Contract and any written communications from Hollingsworth Enterprises, Inc. Hollingsworth Enterprises, Inc. shall not be bound by any oral communications. Any and all bids submitted must comply with bid requirements.

Hollingsworth Enterprises, Inc. and/or seller reserves the right to reject any or all bids.

A Bank Letter of Credit and/or Proof of Funds must accompany your bid. Appropriate literature must be supplied with bid to substantiate compliance with requirements of the bid. If literature is not provided, the bid may be rejected.

The award, if made, will be by Hollingsworth Enterprises, Inc. within 5 business days after opening sealed bids. Any bid received and opened that contains a price guarantee for any length of time other than the time of receipt of the materials and final payment will not be considered. If award is made by Hollingsworth Enterprises, Inc., a Letter of Award will be forwarded to the successful bidder.

Upon award of the Bid Contract, Certified funds or Wire Transfer are to be received in our office no later than 72 hours following written notification of awarded bid. Wiring Instructions will be provided to winning bidder upon request. Winning bidder shall be responsible for pick-up, loading, and transport during scheduled appointment only, and only after approved funds have been received and cleared.

Equipment offered for bid is being offered AS-IS, WHERE-IS without warranty or guarantee of any kind, express or implied. Although every item is presently committed to this sale as a consignment, we do not assume responsibility for any items that may be withdrawn due to circumstances beyond our control and the owner reserves the right to do so. All information was obtained by sources deemed correct, but is not guaranteed by Hollingsworth Enterprises, Inc.

CONTRACT TERMS & CONDITIONS (continued)
FOR SEALED BID/EXCAVATOR

Buyer's signature on bid contract constitutes an agreement by the buyer that he or she will abide by the terms and conditions of the sale as set forth by the Hollingsworth Enterprises, Inc.

1. Hollingsworth Enterprises, Inc. as a representative of the Seller will advise, to the best of their knowledge, as to the condition of the equipment when requested to do so. All descriptions of items in this sale are believed to be correct, but no warranty as such is either intended or implied. Bidders are responsible for closely checking each item. Purchaser must understand that he/she is buying the property entirely upon his/her own examination or opinion.
2. EACH LOT IS SOLD AS-IS, WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN. The item purchased immediately becomes the responsibility of the purchaser at the time of written notification of awarded bid contract. THERE ARE NO WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS OF USE, EITHER EXPRESS OR IMPLIED, OF ANY ITEMS IN THIS SALE.
3. At the time that Hollingsworth Enterprises, Inc. accepts the high bid for each item, the ownership of the item is immediately transferred to the purchaser. Although security measures are taken by the auction company and the seller, neither the auction company nor the seller can accept responsibility for safekeeping of the item after this point. The item is then the property of the high bidder and the purchaser must accept full responsibility for the item. The purchaser at this time agrees to pay for the item in full.
4. **State sales tax must be collected and will be added to Bid amount unless purchasing with a valid state sales tax exempt permit. State Sales Tax Exemption Certificate must accompany bid contract.** Title fees will be collected on items requiring title where applicable. Other services may be subject to additional fees.
5. All purchases must be settled in full within 72 hours of bid award written notification by certified funds or bank wire accompanied by a letter of guarantee or credit or proof of funds. No item can be removed from auction site until paid in full. Failure to pay in full can result in loss of any deposits and/or items awarded at high bid.
6. Bidder acknowledges responsibility for any personal injury or property damage caused by bidder or his agent, and further agrees to hold The Auction Company/Hollingsworth Enterprises, Inc. and property owner/seller harmless from any personal injury to himself or his Agent and any property damage incurred while inspecting and/or retrieving equipment. Winning bidder is responsible for cleanup or property damage caused by bidder or bidder's agent(s).
7. AGENTS ONLY: The Auctioneers/Auction Company/Hollingsworth Enterprises, Inc. are acting as Sellers' Agents only. NO EXCEPTIONS!!!

Bidders must agree to the Bid Contract. The Contract and its terms will be used in awarding the Bid to the responsible bidder.

BID CONTRACT

SUBMITTAL INSTRUCTIONS FOR A SEALED PAPER BID:

STREET DELIVERY:

HOLLINGSWORTH ENTERPRISES, INC.
ATTN: SEALED BID/EXCAVATOR
2749 HIGHWAY 21
FOREST, MS 39074

I/We certify that we have read and understand the “Contract Terms & Conditions” which are part of this bid and are a legally binding purchase agreement contract and, if awarded the bid, the Contract Terms & Conditions will be followed accordingly. I/We agree to pay the Bid Amount listed plus applicable sales tax on the following equipment according to the terms and conditions set forth:

DESCRIPTION:

2025 Hyundai HX220A Excavator with Hydraulic Thumb
INOPERABLE- Burnt Cab/Engine Compartment
HRS/ 386
SN/HHKHK607CE0001104
ENG PWR/ 129KW/173HP
Operating Mass/ 22,712 KG / 50,070 LB
Werk-Brau Bucket: CTP 3G8354

Located in Stewart, MS 39767
Machine is located approximately a quarter mile off-road. Easily accessible during dry conditions
Winning bidder shall be responsible for pick-up, loading, and transport during scheduled appointment only, and only after approved funds have been received and cleared.

BID AMOUNT: _____ (PLUS TAX IF APPLICABLE)

COMPANY: _____

CONTACT NAME, TITLE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

The Contract Terms and Conditions and Bid Contract are a part of your bid. Sign and return with your bid. Please include/attach any applicable documentation (i.e. Bank letter/Proof of funds, Tax Exempt Certificate, etc.) with your bid.

Corbert D. Hollingsworth, President
Hollingsworth Enterprises, Inc.