

# **TERMS OF SEAT SALE LIQUIDATION FROM TIGER STADIUM**

**This is a liquidation sale. It is NOT an auction.  
Prices are fixed and payment is due immediately.**

This is the **Only** opportunity to purchase Old Tiger Stadium Seats. Absolutely no seats will be sold after this offer.

Hurry while supplies last!

- To ensure that most fans have access to the seats, the seats will only be sold in pairs.
  - Standard Seat pairs are priced at \$279.00 which includes shipping in the continental U.S. (a \$75 value) and the appropriate hardware necessary for installation in your home.
  - The seats will ship in mid-November 2007 by UPS.
  - These seat pairs will never be offered again so act now!
1. Only credit cards payable to Schneider Industries are acceptable for seat sale liquidation. Accepted cards: VISA, MASTERCARD, DISCOVER, AMEX. Paypal, Inc. is the merchant vendor which will process credit card payments for the liquidation sale.
  2. The services provided by Schneider Industries, Inc. are governed by these Terms and Conditions. By participating in this seat sale liquidation you consent to be bound by these Terms and Conditions. Schneider Industries (liquidator) has been hired by the City of Detroit (seller) to manage the seat sale event from Historic Tiger Stadium.
  3. All sold items will be shipped to the buyer's supplied shipping address via UPS Ground shipping. No items may be picked-up from the sale site. Shipping will begin in mid-November 2007. If the buyer's supplied shipping address is incorrect/missing/not available, then all reasonable attempts will be made by Schneider Industries to locate a correct address and ship the purchased items. However, neither Schneider Industries nor the seller can guarantee delivery of items to an incorrect/missing/not available shipping address supplied by the buyer.
  4. Sales Tax will be added to the purchase of all taxable items, as required by the State of Michigan. The sales tax rate is 6% (six percent).
  5. Buyer does hereby indemnify and hold harmless liquidator and seller from any and all damages, claims or liabilities from damage to property of any type whatsoever caused during the removal of items purchased.
  6. In the event the buyer fails to pay the whole of the purchase within the time set forth by the liquidators and/or fails to comply with any of the conditions or terms of sale, the seller may retain and/or recover the deposit specified as liquidated damages and, in addition thereto, items that are not paid for can be resold at public or private sale without further notice.
  7. The liquidator, when acting as agent only, is not responsible for acts of its principals.
  8. These Terms and Conditions, and all questions with respect to the interpretation of these Terms and Conditions, shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflict of laws provisions. All buyers expressly consent to personal and exclusive jurisdiction in the courts of the State of Michigan.