

# Auction Terms

**REGISTRATION DEPOSIT:** In order to participate in any auction, Worley Auctioneers & Appraisers, Inc., (“Auctioneer,” “Auctioneers,” “we,” “us”) requires a \$25 registration deposit by major Credit Card prior to bidding. The \$25 is NOT CHARGED, it is merely an authorization held by your financial institution- although it may appear as a pending transaction on your account. It is released by us at the conclusion of the auction, but depending on the policies and procedures of your financial institution, may not appear available for three to ten business days. Since the \$25 is only an authorization, it will not be applied toward your purchases, nor will you be penalized if you do not make any purchases. This is a completely separate transaction from items purchased in the auction. Authorization by credit card at the time of Registration is an Industry Standard Practice among online auctioneers.

**IMPORTANT:** This is an ONLINE ONLY AUCTION. PLEASE DO NOT BID if you are unable to remove your items during the scheduled removal times. NO refunds will be issued nor charge-backs granted due to failure to remove items at the pre-designated times. After the scheduled removal, items will be considered abandoned, and you will be charged a removal fee for disposal of your items. Although from time to time, as a courtesy to bidders, we may list or link to local shippers and movers, WE DO NOT SHIP! Shipping and/or moving arrangements are your responsibility.

**BUYERS PREMIUM:** A 20% buyer's premium will be added to each purchase, no matter the form of your payment. For example, if your bids total \$100.00 at check-out, you will be charged \$120.00.

**PAYMENT:** Cash, Wire Transfer or Credit Card Only - Visa / Master Card / Discover / American Express. NO CHECKS OF ANY KIND! Also, please note anyone outside of the United States must pay by wire transfer.

**TIME OF PAYMENT:** Your credit card on file will be automatically charged for your full invoice amount at the conclusion of the auction. If you'd like to pay by cash or wire transfer, however, you must send the Auction Manager an email prior to the beginning of the Auction Closing so your bidder number can be properly flagged. Please note such email must include your bidder number in the subject line. Please note there are no discounts for paying by cash or wire.

**TAX:** This is a casual sale- **NO SALES TAX WILL BE CHARGED!!!** For vehicles, you will be responsible for tax, title, registration fees wherever you register the vehicle; please note the closing bid plus buyer's premium is the total sale price for title purposes.

**USE CAUTION:** Please be aware that bidders sometimes increase their own bid to price an item out of reach of other bidders. You should immediately review your bids once submitted. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a typographical error, you must immediately contact our office by email. Use the contact sheet on our website (we must have your request in writing). We will not reverse bids after the auction has closed – **NO EXCEPTIONS!**

**STAGGERED CLOSING:** The online auction closes at intervals of five (5) items per minute, or as otherwise announced by e-mail on the day of sale. This feature, in concert with the Dynamic Closing element, closely emulates a 'live' auction.

**DYNAMIC CLOSING:** The closing time of an item is automatically extended an additional 5 minutes whenever a bid is placed within the last 5 minutes of the item's closing time. **FOR EXAMPLE:** if an item is set to close at 2:00pm, and a bidder places a bid on the item at 1:58pm, the item's closing time will be extended to 2:03pm. If another bid is placed at 2:01pm, the item's closing time will be extended to 2:06pm, and so on. It is therefore important to monitor items you're bidding on by regularly refreshing the page as the auction nears closing.

**BID NOTIFICATION:** If you have been outbid you will be notified by email **ONLY UNTIL** the last day of the auction --- starting at midnight Eastern time on the date of auction closing notices are not sent. To quickly review your bids and see if you have won you can utilize the "Review Bids" feature. Items on which you have been outbid on will be clearly marked.

**WINNING BIDDER NOTIFICATION:** Winning bidders will be sent an electronic invoice by email **ONLY** (you are responsible for checking your email). If you feel you have won an item and have not received an email you must notify us by email no later than 9am the next day. If you do not receive an electronic invoice, then you did not win any items at the online auction.

**CLAIMS AND RECOVERY:** In the event an item is not available for pickup, you must notify our on-site staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the pickup date. After 24 hours, the Auctioneer and Bidder agree that no adjustment or refund will be made.

**CAUTION:** For demonstration purposes various equipment may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions.

**CATALOG INACCURACIES:** You are bidding on the described item- not the photograph. Occasionally, the wrong photo is displayed or a substantially similar item is photographed. Always read the item description, and we encourage you to attend our preview/inspection events. Dimensions and quantity counts are approximate; if exact size or quantity is an issue for you, then come to the preview with a tape measure!

**WARRANTY & CONDITION OF ITEMS SOLD:** All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied by the lot number affixed to the item, without any implied or expressed warranty. Keep in mind that these items are used and may have light surface scratches and or dents / dings. Preview is suggested in order to gauge the condition of each piece. Descriptions are made in good faith and believed to be accurate, but not guaranteed. When you are not certain of the condition or use of an item, please bid accordingly. With respect to specialty items such as antiques, vehicles, and fine art, all descriptions are made in good faith, but such descriptions do not warrant authenticity, grading, or condition. Preview is recommended to gauge the exact nature and condition of all items. **WORKING CONDITION IS NEVER GUARANTEED!!**

**REMOVAL:** Bidders are responsible for their own removal. Any item NOT picked up by the set time will be considered abandoned. Removal shall be at the expense, liability, and risk of the purchaser. Purchases will be released upon presentation of a paid email receipt and Third Party Release Form (if applicable) with photo identification. Please insure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location. No items will be released without a paid email receipt.

**IMPORTANT!** The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser, items not

paid for and/or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.

**CHOOSE WISELY:** We want every one to get a good deal, and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients are not willing to assume the cost of your mistakes. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

**CERTAIN RIGHTS RESERVED:** The Auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices; cancel, suspend, extend or reschedule an individual item and/or auction event; make changes to the auction closing times or inspection or removal times.

**ARBITRATION:** Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue will be Hamilton County Ohio.

**LIABILITY:** Auctioneer's and Seller's liability shall be limited to the refund of bidder's purchase price. By registering and participating in this auction, you specifically disclaim any other claim available at law or in equity.

**LIMITATIONS:** The above stated Terms cannot be altered except in writing by the Auctioneer.

**REGISTRATION INSTRUCTIONS:** First. you need to register to bid. Go to the registration page or click the "Register" button above. Once you submit your information, you will receive an email with your bidder number and you will use the password that you created. Then go to the catalog, place your bids. Also, you can utilize the MAXBID system where you can put in your starting bid and your highest bid. Your maximum bid is confidential and the software will bid up to that point only if other bids are received.