

Online Auction Bidder Terms and Conditions.

Online terms and conditions are in addition to any general onsite auction terms and conditions

Bidder and Auctioneer agree that the terms listed below shall govern each online auction sale.

This auction will be conducted within the framework of the rules listed below plus and other provision that may be added by the auctioneer via e-mail or as posted on www.auctionexpert.com. For the complete bidding terms and to register to bid view online at www.auctionexpert.com

All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age or older. Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale.

1. Access and use of any online auction site of Auction Services Ltd. (collectively the "Site") is subject to any and all specific terms and conditions set forth on any individual page within the Site and the terms and conditions of this User Agreement (collectively "Site User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THIS SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Site. Legal action will be taken against anyone violating the terms and conditions of the Site User Agreement or any other applicable law or regulation. Auctioneer reserves the right to periodically change the terms and conditions of the User Site Agreement and it is the Bidders' responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.
2. To receive an **online bidder** number you must provide a credit card that a (refundable) \$500.00 deposit may be placed prior to the auction event. This allows us to more accurately identify online bidders and avoid the possibility of factishes bids. Bidders expressly authorize the Auctioneer to use their credit card to satisfy the payment amount as well any deposit required. If the bidder has not actively bid on an item/lot and/or does not owe any outstanding settlement, monies will be automatically released in accordance with standard credit authorization & deposit procedures.
3. Invoices will be emailed to successful bidders within 8 hours of the close of the auction. Full payment of the purchase price is charged to your credit card prior to e-mail notification that you are the successful bidder. Applicable taxes will be added to the purchase price of all taxable items. Collection of applicable taxes will be in accordance with the laws of the state where the purchased asset is located.
4. Online Auction Fee: Auctioneer shall charge and collect from each successful bidder a **Fifteen Percent Auction Fee** for each item, in addition to the final high bid amount.
5. Merchandise return/refunds: All items bid on and awarded to you as high bidder are your property upon the final payment of your invoice which will be charged to the credit card you place on file at registration. By my registration I agree to accept all charges place on the card that I used at registration, and that I waive any and all rights concerning charge backs or refund for any items charged off to me.

6. **Jewelry Items:** Notwithstanding any terms of the Conditions of Sale, if within 5 working days of the sale, (1) Auction Services Ltd., has received notice in writing from buyer of any jewelry that the jewelry has been miss-described as to the physical qualities of the jewelry and (2) such miss-description is confirmed by a certified letter from an appraiser satisfactory to Auction Services Ltd. , then Auction Services Ltd. , will set aside the sale and refund to the buyer the amount paid by the buyer for the lot. "Physical qualities of the jewelry" is limited to descriptions of karat (the quality of gold), weight of metal, type of stone or metal, carat (weight of stone), and cut of stone. ***The above provisions allowing return and refund will not be applicable upon evidence of any physical removal or tampering.***
7. **Firearms:** All post 1898 firearms must be registered in compliance with Federal and South Carolina State Laws. Buyers of post -1898 firearms must complete state and Federal registration forms with Auction Services Ltd., or its approved licensed firearm dealer unless otherwise specified; processing of such forms may require a waiting period. Dealers and out-of-state buyers must have in their possession on the day of sale, signed copies of their FFL (Federal Firearms License) in order to accept same-day delivery of modern weapons. Buyers who act as agents for FFL dealers must have a letter as well as an original signed copy of the dealer's FFL., and must present it to Auction Services Ltd. , no less than 24-hours prior to auction date. These lots **may** be denoted with special symbols and or verbiage in print and digital catalogues.
8. You will be suspended or permanently banned from the Site if you provide false information when registering, such as a false name or fraudulent contact information. You will be permanently banned from this Site if you are the successful Bidder and you do not honor your auction bid. Furthermore, if you do not honor your auction bid, your \$500.00 deposit will be forfeited. Auction Services Ltd. (hereinafter "Auctioneer") use of e-mail addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information by you is strictly prohibited.
9. Settlement for payment for purchases must be made by credit card on file unless otherwise noted in a specific auction's terms and conditions. All sales are subject to appropriate state Sales Tax laws. Buyer must acknowledge and agree not to retract the purchase offer. Buyer shall be responsible for making arrangements for merchandise removal.
10. The descriptions of item/lots appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer concerning any item/lot shall be construed as a warranty either express or implied. ITEM/LOTS ARE SOLD AS IS - WHERE IS and WITH ALL FAULTS. Bidder acknowledges that all item/lots were available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encouraged Bidder to carefully inspect each item/lot in which Bidder had any interest to determine the item/lot's nature, quality, condition, quantity and size. Bidder relied solely on personal inspection and not on information listed on the Site or otherwise provided by Auctioneer or Owner/Seller. Bidder's failure to inspect, or otherwise be fully informed as to the nature, quality, condition, quantity and size of any item/lot will not constitute ground for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Auctioneer or Owner/Seller. Condition Reports: Auction Services Ltd., and its employees are pleased to provide you with the condition of lots offered for auction. However, since we are not professional conservators or restorers, we urge you to inspect each lot yourself or have your agent do so on your behalf. Prospective buyers should satisfy themselves as to condition and must understand that any statement made by Auction Services Ltd., or its employees is merely a subjective qualified opinion, NOTWITHSTANDING WRITTEN REPORTS OR ANY DISCUSSION CONCERNING CONDITION IN THIS CATALOGUE.

11. The Site User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales. Auctioneer does not have control over the item/lots that are posted in the Site, and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions the Owner/Sellers and Buyers take before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
12. Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary. Auctioneer and the Owner/Seller reserve the right to do so at any time before or during the sale. The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids in their sole discretion.
13. Buyer will be furnished an electronic receipt at the conclusion of the sale.
14. Merchandise becomes the full responsibility of Buyer at time of PAYMENT, and Buyer assumes all risk of loss and damage to property until removed from sale premises. Owner/Seller and Auctioneer agree that merchandise may remain on the sale premises for a period of time following the sale. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis, on the specific auction page. After the final removal date, there will be a \$35.00 per day, per item/lot storage fee charged to the Buyer. If merchandise is not removed within ten days after the final removal date, the ownership of the merchandise will revert back to the original Owner/Seller and the Owner/Seller may dispose of or resale the item/lot at their discretion. **SHIPPING: AUCTION SERVICES LTD. DOES NOT SHIP:** Auction Services Ltd. will be pleased to provide a list of shippers and packers that will our worldwide base of clients has successfully used, or you can have your own shipper handle your purchases. Please contact the shipper of your choice to arrange for packing and pick up your items. Your items will be released as soon as payment clears our bank. We requests that your shippers schedule pick up times at least 24 hours in advance, this will insure no delays in pick up, and release of your purchases.
15. No adjustment will be made with regard to merchandise inventory after item/lot has been removed from the premises or after the removal date posted by Auctioneer, whether or not the property has been removed. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.
16. Auctioneer reserves the right to resell any property not paid for in full within four days of the online auction item/lot's closing date. Failure to pay for item/lots won on this online auction will result in forfeiture of your deposit for expenses of resale, collection and damages resulting from the resale. The Owner/Sellers of property sold through this web site reserve the right to reject any and all bids, if they so choose.
17. The final highest purchaser shall be designated at the end of each auction sale. If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen bidding. Auctioneers designation of the Buyer shall be final. Bid increments: Bidding generally opens at half the low estimate if provided and advance in preset increments which are determine for each auction event.

18. Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.
19. Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.
20. This Site User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Auctioneer reserves the right to terminate Bidder registration and use of the auction Site, and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.
21. Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of the Auctioneer is final.
22. Auctioneer gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions. Auctioneer does not sell or rent this information.
23. Auctioneer uses email mailing lists to notify its customers about online and live auctions. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received email to Auctioneer to have your name promptly removed from our list.
24. As a Bidder, placing a bid is a binding contract between you and the Owner/Seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. Placing a bid on this Site, and winning, then not paying for the product is illegal in most states, and prosecution can result. The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids, in their sole discretion. Auction Services Ltd. undertakes the execution of online bidding as a convenience for clients and is not responsible for any inadvertent failure to execute bids, or for any error in the execution of bids. **IN THE EVENT OF A TIE BID, FLOOR BIDDERS ALWAYS TAKE PRECEDENCE.**
25. As a Bidder you are responsible for any bids placed under your bidding number and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your number. If at any time you feel that your Bidder number and password have been compromised due to lack of security on your part you must notify Auctioneer immediately.
26. Bidder agrees that when using the Maximum Bid feature on the Site, you use it according to the specifications Auctioneer has in place for that feature. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.

27. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without our prior, express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of Auctioneer. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
28. No legal advice is intended or implied by anything contained within the Site. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by maintaining the Site.
29. Any controversy or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Anderson, South Carolina, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent jurisdiction in Anderson County, South Carolina necessary to protect the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contractors, and no agency, partnership, joint venture, employee or franchiser-franchisee relationship is intended or created by this Agreement
30. The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of South Carolina applicable to contracts entered into and to be performed entirely within the State of South Carolina. If any provision of this Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Auctioneer's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. .

**Your use of this auction site marks your acceptance in full of these
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