



A registration deposit by Visa/MC is required prior to bidding and will be authorized on your credit card. The \$100.00 is held not charged by your credit card company for the length of time they hold authorizations. The \$100.00 is authorized only not charged and your auction purchases are a separate transaction if you do not make purchases you will have no charges against your account.

This is an ONLINE ONLY AUCTION PLEASE DO NOT BID IF YOU ARE NOT ABLE TO PICK UP YOUR ITEMS during the scheduled removal times. NO refunds or chargeback's will be granted due to a lack of removal at the designated times. After the scheduled removal, items will be considered abandoned and you will be charged a removal fee for disposal of your items. WE DO NOT SHIP! We can provide out-of-town buyer's with independent shipping services and/or freight forwarders. It is the buyer's responsibility to effect removal.

**BUYERS PREMIUM:** A 13% buyer's premium will be added to each purchase. If you bid \$100.00 at check out you will be charged \$113.00.

**PAYMENT:** Accepted forms of payment include cash, cashier's check, wire transfer, Visa or MasterCard. Your credit card will be used to provide a deposit against purchases of up to \$5,000.00. At the conclusion of the auction your credit card on file will be charged for the entire amount of your purchases if less than \$5,000.00 unless prior written (e-mail) notification and arrangements have been made with our office. Bidders who have 2 failed attempts to process their charges will have their bidding account suspended and will be required to have a \$1000.00 cash deposit held in escrow for 1 year in order to reactivate their account.

#### Increasing your own bid/Bidding Errors

please be aware that many bidders routinely 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 typo 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 several items per minute. This feature will close the bidding on intervals. This feature works great with the auto-extend feature to closely emulate a 'live' auction.

**Dynamic Closing.** The closing time of an asset is automatically extended an additional 4 minutes whenever a bid is placed within the last 4 minutes of the asset's closing time. Please remember to refresh your screen to audit new bids.

**Bid Notification:** If you have been outbid you will be notified by email ONLY UNTIL the last day of the auction --- starting at midnight EST the night before the ending of the auction notices are not sent. To quickly review your bids and see if you have won you can utilize the 'review bids' feature. Items that they have been outbid on will be clearly marked.

**Winning Bidder Notification:** You will be contacted 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 email invoice then you did not win any items at the online auction.

In the event an item is not available for pickup, the buyer must notify our onsite staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the final pickup date. After 24 hours, the Auctioneer and buyer agrees that no adjustment or refund will be made. The owner retains the right to bid.

**SALES TAX:** Sales tax will be collected.

**IMPORTANT TAX EXEMPT STATUS YOU MUST FAX A TAX FORM FOR EVERY SALE WITH YOUR BIDDER NUMBER AND SALE CLOSING DATE CLEARLY NOTED. THE FORMS ARE NOT KEPT ON FILE**

If you are tax exempt, PRIOR TO THE CONCLUSION OF THE ON-LINE AUCTION you must fax a copy of the appropriate states tax exempt form to 805 845-3808. You must include your bidder number and the closing date of the auction. Forms without this information will not be accepted and you will have to apply to the state for a refund.

**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 photo occasionally the wrong photo is displayed. Always read the item description.

**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. This sale is to the business community as "equipment" & "inventory" without any implied or expressed warranty. Descriptions are believed to be accurate but not guaranteed. When you are not certain of the condition or use of an item please bid accordingly. You are bidding on the described item, not the photo.

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. 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 receipt. Bidder further agrees to be held personally responsible for all purchases made on their bidder number, and agrees that bidder will not charge-back charges for items removed and/or which are not picked up during the published removal times.

**Damage:** Any damage caused by a buyer during the preview, or during the period of removal must be made good by the buyer causing the damage. Buyer agrees that the credit card on file will be charged for any expenses and/or repairs to the pick up location or property of another buyer.

**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.

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

Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by Either Small claims Court, State Court or arbitration in accordance with Commercial Arbitration Board. Rules of the Sale cannot be altered except in writing by The Auctioneer.

R.L. Spear Co. Inc. reserves the right to refuse service to anyone.