

## Consignment Auction Terms & Conditions

1. This is an internet-only auction. All bidding is online. All items sold AS-IS. Property Peddler Inc. makes reasonable efforts to make the website available at all times, however, Property Peddler Inc. is not responsible for any service interruptions, including, but not limited to, interruptions that may affect aspects of the sale of the equipment.
2. Bidding will begin a soft close 2 minutes before the lot is due to end and until bidding ceases. A soft close is a bidding feature that allows Bidders extra time to submit a bid if they are outbid during the final two minutes of bidding. During a soft close, the remaining bid time will be reset to 2 MINUTES after each new bid during the final 2 minutes of bidding on that particular item. The time period eventually runs out when bidding has ceased for a full 2 minutes. The purpose of a soft close is to allow everyone a fair chance to submit a higher bid. We encourage people to refresh bidding screens often to make sure timers are updated.
3. You may place a max bid on Listed property. When you place a max bid, our bidding technology will automatically place bids on your behalf, using the smallest increment necessary to ensure you remain the high bidder until your max bid is met. Once you place a bid on our website, it may not be retracted. If you have the winning bid, you are legally obligated to complete the transaction unless otherwise prohibited by law or regulation. **Max Bidding:** Enter your max bid at any time. If a previous max bid exists of a lesser amount, it will jump to the lower amount, then bid in your place one bid more to put your bid in the lead. If a max bid is already entered of the same amount, it will jump to that max bid and the lead is given to whichever bid was entered first (by seniority). You will know that you are the leading bidder if the screen for your item is outlined in GREEN. If your bid jumped to your max and you are still not in the lead due to someone else's max bid the screen for that item will be outlined in RED. **Auction Company is not responsible for any users misinterpretation of the max bidding feature.**
4. Unless otherwise specified, Consignment items can be previewed at the 443 Executive Center at 1811 N Market St, Sparta, IL, beside Buchheits.
5. For our Consignment Auctions, preview and pick up times will be noted on the specific auction.
6. All items are offered and sold "AS IS, WHERE IS" with all faults. Your bid is a contract. Place a bid only if you are serious about buying the item. Online bidding is a fast process; therefore, do not hesitate when bidding, as bids are taken immediately and are irrevocable. If you are the high bidder, you will enter into a legally binding contract with the Seller. Every item is sold "As Is, Where Is". Buyer acknowledges having inspected the property, or had the opportunity to inspect the property and to be satisfied prior to bidding. Buyer is solely relying upon their own expertise in choosing to make any purchase. Property Peddler Inc. assumes no liability for errors, omissions, accurate weights or measures. Listed property may be used and may contain defects. We do not

verify the accuracy of the information and details provided by Sellers concerning the Listed property. We encourage you to come to the preview to see and inspect the items. Property Peddler Auction & Real Estate Company does NOT allow for returns on items.

7. All descriptions are believed accurate but not warranted. Measurements are approximate. Questions are welcome prior to bidding. By placing a bid, Bidder signifies **that they have examined the items to their satisfaction, or that they have chosen not to** personally examine them. No representations are made to the authenticity, age, origin or value of Listed property. Buyer relies solely on his/her own judgement when bidding. Please take time to inspect items. PROPERTY PEDDLER INC. IS SELLING THE ITEMS IN THE CONDITION THEY WERE RECEIVED IN BY THE SELLERS. EVERY ITEM IS SELLING "AS-IS." The auctioneer and seller make no warranties or guarantees, expressed or implied.

8. NOTICE: Property Peddler Inc. will not hold any items for pick up beyond the stated times unless other arrangements are made with us. Everything must be picked up by 5 pm the Friday after the close of the auction. If any Buyer does not **pay** Property Peddler Inc. by 10 am the Friday after the close of the auction, Property Peddler Inc. has the right to offer the property to the 2nd highest bidder for payment. All sales are contractually binding between the Seller and Buyer. In the event that you have the winning bid, the Seller may hold the Buyer legally obligated to complete the transaction. In the case of any deficiency resulting from resale due to failure to complete the sale, there shall be due to Property Peddler Inc. and Seller by the defaulting Buyer, all fees and expenses including reasonable attorney fees incurred by such resale and enforcement of the obligation hereunder.

9. We are not responsible for the care, loading, transportation, delivery or risk of loss for any Listed property. Buyer does hereby indemnify and hold harmless Property Peddler Inc. and Sellers from any and all damages, claims, or liabilities from injuries to persons or property of any type whatsoever, caused before, during, or after the auction.

10. Proper and complete registration is required to bid. All bidders must provide name, address, phone number and email address to register. A registered online bidder will then be qualified by the auctioneer to continue if applicable; bidder must be at least 18 years of age. Property Peddler Auction & Real Estate Company reserves the right to reject any bid and/or bidder at their sole discretion.

11. By bidding in this auction, you are agreeing to all of the terms posted for this auction. You expressly agree that use of this website is at your sole risk. Neither the Auction Co., its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this website, or as to the accuracy, completeness, reliability, security, or currency of the website.

**12.** Payment must be made at time of pick up by cash or check if approved by Property Peddler Inc. Checks will need to be made out to Property Peddler Inc. Payments made by credit or debit card will be charged a Convenience Fee of 3% of purchase.

**13.** This is a public auction and not a retail service. **All sales are final.** No returns are accepted unless otherwise noted.

**14.** Employees and Owners of Property Peddler Inc. reserve the right to bid on merchandise consigned.

**15.** ANY BUYER THAT DOES NOT PICK UP THEIR **PURCHASED** ITEMS BY THE ANNOUNCED DATE & TIME, LOSES OWNERSHIP, WITH NO REFUND, UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE BETWEEN PROPERTY PEDDLER INC. AND SELLER. In the event of special arrangements, each Lot will be assessed a \$10.00 per week storage fee. After 31 days Property Peddler Inc will consider the items abandoned and therefore assume all rights and ownership to said properties. Property Peddler Inc will reserve the right to dispose of items as well as charge Buyer for any fees incurred to do so. **There will be no exceptions to this.**

**16.** Property Peddler Inc. reserves the right to withdraw, postpone, or cancel any Listed property at our sole discretion, with or without notice. We shall have no liability to you as a result of any withdrawal, postponement, or cancellation. The website may contain errors, omissions, inaccuracies, or outdated information. Further, Property Peddler Inc. does not warrant reliability of any statement or other information displayed or distributed through the website. Property Peddler Inc. reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the website. Property Peddler Inc. may make any other changes to this website at any time without notice.