

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 any other provision that may be added by the auctioneer via e-mail or as posted on www.roadtoadauction.com. For the complete bidding terms and to register to bid view online at**[**www.roadtoadauction.com**](http://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 Road Toad Auction Services (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 will be charged $1.00 to verify the credit card.  Once the auction has ended the money will be released in accordance with state laws.  Your refund will follow the rules of your credit card company.

3.**Invoice**: Once the auction is over, invoices are available online.  Please wait until end of auction to access to make sure you have the most current and accurate invoice amount.

 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 the 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 chargebacks or refund for any items charged off to me.

6. Tax-exempt:  you must email us a copy of your tax-exempt certificate within 4 business days of the end of the auction.  If we do not receive your tax-exempt certificate by this time, you will be charged sales tax and in order to have the sales tax removed after we receive your tax-exempt certificate, you will be charged a $25.00 late fee.

7. **Firearms:** All post-1898 firearms must be registered in compliance with Federal and Vermont State Laws. Buyers of post -1898 firearms must complete our firearms agreement and must go through a NICS background check.  If you purchase a firearm and are not approved for the background check, you will be charged a 25% restocking fee.  Please do not bid if you do not know you will be approved for a firearm.  We must have a signed firearms agreement on file within 72 hours of the close of the auction in order for you to be eligible to purchase said firearm.  You will need to fill out background check paperwork after the firearm is won.  Also be aware that there can be delays at the federal level of approvals for firearms.  You will be notified when approval is obtained.

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.

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: Road Toad Auction Services, 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 Road Toad Auction Services, or its employees is merely a subjective qualified opinion, NOTWITHSTANDING WRITTEN REPORTS OR ANY DISCUSSION CONCERNING CONDITION IN THIS CATALOGUE.

11. Occasionally we will offer consigned items.  Consigned items may have a higher opening bid.  This is designated by the owner/seller and is not at the discretion of the auction gallery.

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**. SHIPPING: ROAD TOAD AUCTION SERVICES DOES NOT SHIP:** Please contact a 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 request that your shipper's schedule pick up times at least 24 hours in advance, this will ensure 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 end of the pick-up date. Failure to pay for item/lots won on this online auction will result in forfeiture of items/lots.  Failure to pay for item/lots won online will result in suspension from the sight until 25% of unpaid invoice is received (items/lots will remain forfeited regardless of payment)

17. 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.

18. 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.

19. 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 continuous, 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.

20. Auctioneer gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions. Auctioneer does not sell or rent this information.

21. 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.

22. 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. Road Toad Auction Services 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.

23. 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.

24. 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.

25. 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.

26. 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 Bennington, Vermont, 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 Bennington County, Vermont 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

27. 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 Vermont applicable to contracts entered into and to be performed entirely within the State of Vermont. 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 Terms and Conditions.**

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**Road Toad Auction Services**

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