

BidAste Auctions Terms & Conditions For Personal Property

- 1. Registering to bid:** All persons must register to bid prior to participating in any auction. You must provide your legal name, valid address, phone number and credit card to register. You will be sent a password to access your account. Prior to bidding, your credit card will be validated (a temporary charge may appear).
- 2. Payment:** Upon completion of the auction, the credit card on file will be immediately charged for the full amount of purchases including all taxes and buyers premium (exclusions may apply for titled vehicles and real estate). Some auctions may require payment by cash, certified check or wire transfer as disclosed in each auction's details. Failure to perform or have credit cards decline may result in bidding privileges denied in future auctions.
- 3. Sales Tax:** In accordance with state law, sales tax will be collected where applicable. Resellers must submit a tax exempt form prior to bidding in their first auction for tax exempt status. Completed forms may be emailed to sold@bidaste.com No refund of tax collected will be issued.
- 4. Buyers Premium:** A buyers premium of 15% will be added to each purchase to create the total purchase price plus tax if applicable.
- 5. Pick Up & Removal:** All winning bidders must pick up their items during the specified removal times outlined in the auction information page. Failure to pick up may result in a disposal fee charged to the credit card on file. In case of emergency, please contact Bidaste as soon as possible. We will attempt to make other arrangements, but there is no guarantee that your items will still be available. Buyer is responsible to bring adequate help and equipment including any tools necessary to safely remove their purchases. Bidaste staff will not assist in removal of purchases. Buyer will be held responsible for any damage upon removal. No credits or chargebacks will be issued for non pick up of items.
- 6. Shipping:** Bidaste will allow for customers to arrange shipping of auction purchases with a 3rd party vendor of their choosing. Shippers must comply with pick up times and terms. Payment for shipping will be at buyers expense. BidAste will not move or transport any items offsite. Contact BidAste prior to bidding with any questions on shipping.
- 7. Bidding Errors:** Take extreme caution to ensure you are placing the correct bid desired. Note quantities and pick up times prior to placing any bid. Once a bid is placed, they will not be retracted for any reason.
- 8. Maximum Bids:** Customers may place maximum bids in accordance with the bidding portal.
- 9. Soft Closing/Auto Extend:** During timed internet auctions, the closing of an item will be extended for a period of 60 seconds if a bid is placed in the last minute of an auction item. That item will continue to extend in 60 second intervals until there are no additional bids in the last minute.

10. **Item Descriptions:** BidAste will attempt to describe and photo items in a clear and concise manner. You are bidding on the described item, not the picture. Occasionally, some photos will contain other lots due to joint location or proximity of items. Take extra note of size and quantity in description. Bid as if you have personally inspected each item. BidAste will not be held responsible or issue any charge backs for erroneous descriptions, sizes, wrong photos in a lot, or any other act of omission.
11. **Warranty of Items:** All items are sold AS IS, WHERE IS, with NO Warranty of any kind. Bid as if you have personally inspected each item. Descriptions are believed to be accurate but not guaranteed. Items have not been tested in any capacity.
12. **Preview:** Most auctions will have a preview of items at a specified time as detailed in each auction's description. Buyers may inspect items at that time. Those attending previews will be responsible for any damage caused by themselves or those with them. Should you break an item during preview, your credit card on file may be charged for the appraised fair value of said item,
13. **Auction Type:** Unless specifically noted all BidAste auctions will be RESERVE in nature. Therefore, BidAste reserves the right to accept or reject any bid, set a minimum starting bid, set bidding increments, remove items from auction, combine lots, cancel, suspend, reschedule or alter times of the auction. BidAste may also change or alter photos & descriptions as needed for accuracy and clarity.
14. **Allowance of Bidders:** BidAste allows for all persons who agree to and follow the terms and conditions to bid in each auction including but not limited to owners, sellers, members, staff and associates.
15. **Outages & Disturbances:** BidAste will not be responsible for power or cellular outages, website or bidding platform failure, connecting issues or other technical issues. Bidders will be bound to perform if their bid is the highest bid at closing time.
16. **Conditions:** The terms and conditions of sale and registration constitute a legal binding contract with BidAste & the buyer. Terms may change to include specific language for a particular auction. Buyer agrees that notice of any additional terms will be provided in the electronic disclosure of each auction. Buyer agrees to be bound by additional terms and will be responsible for any legal or collection action as a result of default by buyer.
17. **Disclaimer:** Buyer agrees to use this website at their own risk, BidAste nor their agents, partners, staff or consignors will be held liable for unauthorized use or bidding. Furthermore, BidAste will not be held responsible for failure or damage of any electronic devices used in connection with bidding or the website.

By registering and/or bidding, buyers agree to be legally bound to the terms and conditions of each auction, including additional terms that may be added and disclosed for any auction.

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