HAGGLEBIDS

Quick Haggle Tips

*Please call or email Hagglebids prior to an auction closing in order to be on our cash-list. Once on the cash list, bidders are asked to stay with that form of payment for all future auctions. Bidders cannot go back and forth between payment methods.

NOTICE If you do not specify that you will be paying CASH at the time of pickup, your card will be charged online via Authorize.net once the auction is over.

*Do not base bidding off of the pictures provided. The same image may be used for different lot numbers for efficiency purposes. Please base your bid off of the **description** provided. If you have any questions, please feel free to contact us or come to our viewings on Fridays.

*An invoice will be sent to you once an auction has ended notifying you of what you have won. Each invoice will provide information pertaining to pick up days and times.

*When picking up, make sure you know your bidder number and which auction(s) you will be picking up.

*Items that are not picked up within the specified time frame will be considered ABANDONED. These items will get relisted. No credits/refunds will be given for abandoned items.

*You must come with a vehicle that can safely transport your auction purchases with large/heavy items, and you must bring rope and padding or other packing material.

*For heavy items such as vanities, couches, sheds, etc., please bring a MINIMUM of 2 people with you to pick up! Our guys may not be available to help and/or NEED the extra help to load up items. If there isn't appropriate help, we may have to turn bidders away until the appropriate help arrives.

*We can not assume any liability for injury or damage to you, your vehicle, or others arising from your loading or transport or merchandise you pick up.

*If there is an issue with an item you have won, contact us **IMMEDIATELY.** We give bidders **3 days** to let us know if there is an issue with an item.

Deposit:

A \$50.00 registration authorization will be required by all new bidders before any bidding takes place. The \$50.00 is ONLY an authorization; your card will not be charged for the registration authorization. This is to protect the site from any fraudulent accounts.

If you participate in Resale, please fill out this form and AND SUBMIT BEFORE THE END OF AUCTION. You will NOT be considered as tax exempt if form is submitted after an auction has ended. Please submit this along with a *copy of your resale license*. <u>Click here for the form</u>. Thank you!

Warranty and Condition:

All items are as-is and where-is with no guarantee or warranty, actual, expressed or implied as to the marketability, correctness, description, fitness or condition of the item. We disclaim all other warranties, including any implied warranties of merchantability and fitness. Measurements and weights come from reliable sources but cannot be warranted or guaranteed as exact. Auctioneer makes no warranties or guarantees whatsoever whether written, oral or implied as to quality, authenticity, quantity, condition, usability, salability, weight, measurement, year, model, mechanical condition, performance, or other specifications, including any warranty of merchantability or fitness for a particular purpose or warranty against patent, trademark, copyright or trade secret infringement.

Liability and Rights:

We shall not be liable for any errors or the correctness of the information provided in this package or in any advertisements or materials disseminated pertaining to the property. The auctioneer reserves the rights 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.

Limits of Liability

In no event shall Auctioneer's liability to Buyer exceed the purchase price actually paid for an individual item or lot. A Buyer's claim shall be limited to the amount paid for the merchandise, and shall not extend to any obligation, risk, liability, right, claim, remedy for loss of use, revenue or profit, liability of Buyer to any third party, personal injury, or any other direct, indirect, incidental or consequential damages. Buyer further acknowledges that each item it purchases at the sale represents a separate transaction, and that no one transaction shall be conditioned upon another transaction. Buyer hereby holds Auctioneer harmless from: (1) the acts or omission of any party who provided any items to Auctioneer for sale, (2) the acts or omission of the owner or Lessor of the auction site or the site where the auctioned items are stored, (3) any claims Buyer may have against Auctioneer, Auctioneer's client(s) or any former owner of the property being sold, (4) Buyer's failure in any way to properly inspect items and/or fulfill its obligations per the terms and conditions of the sale, as indicated within this document or as announced by Auctioneer at the time of sale. In the event Buyer provides a deposit or payment using a Credit Card, Buyer acknowledges that it is purchasing under the As-Is, Where-Is terms of the auction and that Buyer shall waive all rights of charge back based on any claims of misrepresentation, non-delivery or non-performance.

Blocking of Accounts

If a bidder does not pay and/or pick up their winning items in the allotted time frame for 2 auctions or more, their account will be blocked. Accounts that are blocked due to abandoned auctions will have a 6 month probation period where no bidding will be allowed. Once these 6 months have passed, accounts can get reinstated after review. Please send an email to **info@hagglebids.net** if your 6 month probation has been met. Items must be picked up on time. If you are unable to pick up your purchase in the allotted time frames, **do not bid at this auction**.

Payment forms, taxes, and premiums:

Payment forms: Accepted forms of payment include Cash, Visa and MasterCard. You must have available balance on your credit card for your online purchases. At the conclusion of the auction your credit card on file will be automatically charged for the entire amount of your invoice including purchases, a 10% premium and any taxes. **Bidders who have 2 failed attempts to process their charges will have their bidding account suspended** and will be required to have a \$500.00 cash deposit held in escrow for 6 months in order to reactivate their account unless buyer has provided a legitimate reason for this issue.

<u>Sales Taxes:</u> Buyer shall pay all sales tax of 7.75% which will be added to the purchase price, including the buyers' premium of 10%, on all purchased items. PRIOR TO THE CLOSE OF THE AUCTION, dealers who purchase for resale must fax to Auctioneer their resale permit numbers and complete a resale certificate, without which Auctioneer will charge all applicable taxes. E-mail certificate to <u>hagglebids@hotmail.com</u>. No refund for tax will be given after merchandise is paid for and picked up if your permit has not been submitted prior to auction closing.

Bidding:

All bids must be submitted using the online bidding system. Buyer is responsible to confirm their bids for accuracy. Selecting the Review Bids function at any time may do this. Bidders will receive outbid notifications via email up until the last day of the auction, after which time you must log in to the bidding site to confirm your bids. Under no circumstances shall Buyer hold Auctioneer liable for system failures resulting in Buyer's bid not being properly submitted. This auction uses staggered closing times and dynamic closing. This means that bids received in the final minutes before an items scheduled close time will extend the bidding an additional 2 minutes. Auctioneer reserves the right to add, group, withdraw or re-catalog items in this auction, as well as adjust minimum bids and/or reserve prices and extend or shorten closing times at any time before or after closing auction. Please review all bids placed once submitted.

All Sales are Final:

A successful bid at auction, whether live or online, constitutes a legally binding contract of sale. All sales are final. There will be no refunds, returns or exchanges. All announcements made the day of sale take precedence over any and all previously printed matter.

Removal of Items Purchased:

Buyer is solely responsible to remove purchases within the time frames posted. If you are unable to pick up your purchases in the allotted time frames, do not bid at this auction. All purchases must be paid in full before items will be released from the premises. Buyer must provide its own materials and packing supplies. Buyer must provide its invoice and I. D. at time of pickup. For heavy items such as vanities, couches, sheds, etc., please bring a MINIMUM of 2 people with you to pick up! Our guys may not be available to help and/or NEED the extra help to load up items. If there isn't appropriate help, we may have to turn bidders away until the appropriate help arrives.

Failure to Pay:

In the event Buyer fails to pay the entire purchase price by the payment deadline, Auctioneer may retain and/or recover, upon demand, from Buyer the required Deposit as liquidated damages for such failure. In addition thereto, Auctioneer may, at its discretion, either resell Buyer's items at a public or private sale without further notice to Buyer and/or dispose of the item at Buyer sole expense.

Item Pick Up Protocol:

Invoices must be paid in FULL before any items are taken. Any items paid for and not picked up on the designated pick-up days as advertised in the auction details will be considered forfeited and recycled and ownership thereof reverts to the seller. There will be no credits or refunds given for such items. Please call if there are any other questions regarding pick up hours. 805-535-4485.

Indemnity Clause:

Buyer shall indemnify, hold harmless and defend Auctioneer, owners and building owners from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of based upon or resulting from: (1) failure to secure all safety equipment and to meet all applicable government safety standards in removing items purchased or used by Buyer, (2) failure to comply with safety instructions issued to Buyer from Auctioneer, (3) any act or omission of Auctioneer, owners, building owners or their respective agents, representatives or employees, relating to or affecting the items bid on or purchased by Buyer, (4) the claim of any third party claiming or challenging title to any items purchased by Buyer or claiming infringement of any proprietary interest, (5) the claim of any person resulting from Auctioneer offering for sale or selling the items purchased by Buyer, (6) any injury to Buyer or any other person or property of any type whatsoever caused during the inspection, dismantling, removing or transporting of items purchased by Buyer.

Original Retailer Regulations:

For the items purchased from different retail stores, you will (a) not identify the original retailer, or its affiliates, as the seller of that inventory; (b) not disclose or make any reference to the original retailer's warranty and/or return policy; (c) not disclose, advertise or make reference to the fact that the inventory purchased was purchased from the original retail store or their website; (d) need to remove ALL labels, price stickers/tags which specifically tie the inventory to the original retail store; (e) not use the original retailer's name, trademarks, and/or logos in any signage and/or advertising; (f) clearly and conspicuously mark any inventory resale packaging so that it is apparent and obvious that the item has been through a salvage process; (g) not resell any inventory within a five (5) mile radius of any of the original retail store locations and the Hagglebid auction site as well. Legal action will be taken if any of these regulations are violated.

How our site works:

In order to be able to place bids, a \$50 authorization deposit must be put in place with either a Visa MasterCard. This isn't actually charged to your account; it will be used as proof of payment method.

We only have one location site: **4054 Transport Street, Ventura, CA 93003**. Auction previews and pickups will be at this specific location.

PLEASE make sure to read our terms and conditions for more specific rules regarding our auctions. It includes more details about payment methods, liabilities, etc.

Pick Up dates will be noted in the auction description. Please adhere to these dates, or you may risk losing the items you won in the auction.

PLEASE PRINT AND BRING YOUR INVOICE ALONG WITH YOU FOR PICK UP.

Once an auction ends and you are the winning bidder, you will be sent an email with an invoice. YOU MUST BRING YOUR INVOICE IN ORDER TO PICK UP THE ITEMS AND THE ITEM MUST BE PAID IN FULL IN ORDER TO TAKE IT WITH YOU. We will not authorize removal of an item if it is not paid for.