

## Terms and Conditions of Online Auction

United Country – Kansas City Auction and Realty (Auction Company) is providing an Internet auction as a service to Bidder. Bidder acknowledges and understands that there is always a possibility that the technology service may or may not function correctly during the auction. Under no circumstances shall bidder have any kind of claim against the Seller, Auction Company, Agents or Representatives in the event the Internet service fails to work correctly during the online auction. The Auction Company will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged in the event of technology failure, should use the “maximum bid” feature and leave their maximum bid at least 24 hours before the auction closes. Auction Company reserves the right to withdraw or re-catalog items in this auction at any point prior to the end of the auction.

The following describes the terms on which offers you access to the Internet Online Auction by United Country – Kansas City Auction and Realty. In order to bid, you must read and accept all of the terms and conditions set forth below:

**Online Bidder/Buyer's Contract:** Your bid(s) placed on the United Country – Kansas City Auction and Realty website are a contract and you are responsible for paying all amounts due for items purchased in this online auction. If you cannot pay for and pick up the items during the times specified, then please DO NOT bid on any items in said auction.

**Retention of Credit Card Information:** By providing your credit card information, you authorize United Country – Kansas City Auction and Realty to charge your credit card for the purchase amount of any successful bid plus associated taxes, shipping costs (if any) and Handling Fees (if any,). You also agree and acknowledge that United Country – Kansas City Auction and Realty will keep your credit card information on file so long as you maintain an account with United Country – Kansas City Auction and Realty.

BY BIDDING, YOU HEREBY AUTHORIZE UNITED COUNTRY – KANSAS CITY AUCTION AND REALTY TO CHARGE YOUR CREDIT CARD FOR ANY OF THE FEES LISTED ABOVE. IF NEED BE.

**Pick-Up Period:**

- **Monday, January 11<sup>th</sup>, 2016 from 2:00pm till 8:00pm (CST).**

**(The home has been sold)**

**All items MUST be removed no later than 8:00pm, Monday, January 11<sup>th</sup>, 2016.** Any items remaining after the scheduled pickup period and deadline will still be charged to the winning bidder's credit card on file, in addition to a **\$47.00 handling fee (per item) for disposal** of said item. Please do not bid if you do not intend on picking up your purchased items.

**Shipping Instructions:** United Country – Kansas City Auction and Realty will make NO shipping arrangements. ALL shipping and/or quotes for shipping the buyer's responsibility by contacting their choice

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of the shipping companies directly. Contact any shipper -AT YOUR OWN RISK- Buyer is obligated to pay all shipping expenses DIRECTLY to a shipper of their choice. It is preferred that all items be picked up in person. A paid invoice will be required before any items are removed.

**Pick up Location:** onsite at 9702 Johnson Drive, Merriam, KS 66203.

**Sales Tax:** 0% Sales Tax (estate sale)

**Buyer's Premium:** A buyer's premium of fifteen percent (15%) shall be added to the high bid which will determine the final sales price for the auction lot.

**Participation Requirements:** Name, address, daytime phone number, email address and a Valid Credit Card required for bidding approval.

**Payment Options:** Visa, MasterCard, American Express or Discover.

**Payment Instructions:** ALL accounts will be settled at the conclusion of this auction. We will immediately charge the credit card you have on file with United Country – Kansas City Auction and Realty/Bidopia for your purchases, plus buyer's premiums. \*\*\* A \$25 service fee will be charged to any account whose credit card on file is declined requiring additional time and telephone contact to establish payment for merchandise. Please respond to the Auction Company immediately by phone or email, if you KNOW that you need to use an alternative credit card.

**Currency Type:** All sales and bidding shall be in U.S. dollars only.

### **Special Terms of Sale:**

1. YOUR BID IS A CONTRACT TO BUY should you be the winning bidder. You are responsible for paying for all purchases.
2. All property is sold "AS IS, WHERE IS", with no warranty or guarantee.
3. No Returns: All sales are final. There are no returns, refunds or adjustments.
4. Age Requirement: All bidders must be 18 years of age or older to participate in this auction.
5. Our Internet on-line auctions move quickly! If you are interested in an item, bid quickly. If you win an item in the auction you will be notified by email following the auction.
6. In the event "forced collections" are needed, the purchaser agrees to pay all reasonable attorney fees and costs incurred by the auction company in the collection of funds. The purchaser also agrees that a fee of 18% per month be added to the balance of any unpaid balance due the auction

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company and any other costs or losses incurred by the purchaser's failure to adhere to these terms. Any debt collection or dispute proceedings will be heard in Platte County, Missouri.

7. ALL SALES ARE FINAL. Your bid IS A CONTRACT TO BUY should you win an item(s) in the auction.
8. The auction company reserves the right to refuse service to any person or entity.
9. All announcements made prior to the close of the Internet bidding take precedence over any and all written or verbal statements.
10. United Country – Kansas City Auction and Realty attempts to describe the merchandise to the best of our abilities however we make no representations or guarantees. In no event shall United Country – Kansas City Auction and Realty be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. United Country – Kansas City Auction and Realty will not be responsible for any errors or omissions in the description of the merchandise.
11. Items in this auction are being offered and sold with “no minimum bid or reserve price”, in other terms (Absolute Auction). EXPLANATION OF STAGGERED CLOSING & SOFT CLOSE Staggered Close: If you'll notice in the Title of our Auction, it states that bidding BEGINS to close at a certain time. ALL items do not close together at that stated time. Items will close in the order listed on the site, (unless affected by the Soft Close as explained below). Our Auction was set up this way intentionally so that bidders can have time to evaluate their overall progress in a sale as individual items close. Within a 30 minute window of the auction beginning to close the first lots, you may also click on the "**Live Catalog**" (which should be flashing on your screen) to view, in real time format, the lots that have current activity and are the next lots to closing.  
**Soft Close:** Additionally, if an item receives a bid within the last 3 minutes, then the close time will be extended 3 minutes from the time the bid is placed. The time will continue to be extended in 3 minute increments with each newly placed bid and the item will not close until the 3 minutes have elapsed with no additional bid activity. This eliminates "snipers" from an Internet Auction and encourages a fair and impartial platform for all bidders to participate. Please be certain that we have taken every precaution to set the site up in a transparent manner that allows for the fairest environment for both buyers and sellers.
12. **By bidding on any item in this auction, the bidder is acknowledging and demonstrating their acceptance of the terms and conditions of the auction, as outlined in this document.**

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