

**THIS IS AN INTERNET ONLY AUCTION!** These are the Terms & Conditions you agree to before placing a bid.

**BUYERS PREMIUM:** A 15% buyer's premium will be added to each purchase. If you bid \$100.00 at checkout you will be charged \$115.00. We do Offer a 3% Discount in premium for an All Cash Payment.

**SALES TAX:** 7% Sales Tax will be Collected for this Auction. Please remit exemption forms via email to [info@VanishAuctions.com](mailto:info@VanishAuctions.com) before the auction ends.

**PICKUP/REMOVAL OF ASSETS PURCHASED:** Bidders are responsible for their own removal unless arrangements have been made for shipping or storage. Any item NOT picked up by the set time will be considered abandoned unless arrangements have been made for shipping or storage. Removal shall be at the expense, liability, and risk of the purchaser. Purchases will be released upon presentation of a paid email receipt. Please ensure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location no items will be released without a paid email receipt. Bidder further agrees to be held personally responsible for all purchases made on their bidder number and agrees that bidder will not charge back items which are not picked up during the published pickup/removal times. Buyer authorizes VanishAuctions.com to release buyer's assets to any individual in possession of the buyer's sales receipt.

**PAYMENT:** Accepted forms of payment include Cash, Visa, MasterCard, Discover, American Express and Certified Checks. We do Offer a 3% Discount in premium for an All Cash Payment.

**WARRANTY & CONDITION OF ITEMS SOLD:** All items are sold AS IS, WHERE IS, with NO WARRANTY expressed or implied by the lot number affixed to the item. This sale is to the business community as "equipment" & "inventory" without any implied or expressed warranty. Descriptions are believed to be accurate but not guaranteed. When you are not certain of the condition or use of an item please bid accordingly. Buyers are solely responsible for inspecting items during the scheduled inspection times. Unless otherwise stated in an item description no items have been tested for functionality. You are bidding on the described item not the photo.

**DEPOSIT:** A credit card authorization may be placed on your credit card on file. This refundable authorization protects everyone and will not allow prices unnecessarily to be driven up.

**BIDDING ERRORS:** Increasing your own bids.... please be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders. You should immediately review your bids before submitted. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a gross error you must immediately contact our office by email using the contact sheet on our website (we must have your request in writing) you must remain the high bidder. We will not reverse bids that have caused another bidder to be outbid. If you bid on the wrong item, we will not reverse your bid. Please make sure to review all bids before submitting. We will not reverse bids after the auction has begun to close NO Exceptions.

**STAGGERED CLOSING:** The online auction closes 1-3 items per minute. This feature will close the bidding on intervals. This feature works great with the auto-extend feature to closely emulate a 'live' auction.

**DYNAMIC CLOSING:** The closing time of an asset is automatically extended an additional 3 minutes whenever a bid is placed within the last 3 minutes of the asset's closing time.

**BID NOTIFICATION:** If you have been outbid you will be notified by email until the close of the sale. To quickly review your bids and see if you have won you can utilize the 'review bids' feature. Items that they have been outbid on will be clearly marked.

**WINNING BIDDER NOTIFICATION:** If you are successful in winning an item(s) you will be contacted by email ONLY. You are responsible for checking your email. If you feel you have won an item and have not received an email you must notify us by email no later than 9am the next day. If you do not receive an email invoice, then you did not win any items at the online auction.

**NON-DELIVERY:** In the event an item is not available for pickup, the buyer must, notify our onsite staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the pickup date. After 24 hours, the Auctioneer and buyer agrees that no adjustment or refund will be made.

**CAUTION:** For demonstration purposes various equipment may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions.

**CATALOG DISCREPANCIES:** You are bidding on the described item not the photograph. Occasionally the wrong photo may be displayed, always read the item description. In the event that a Seller has withdrawn an item from the sale prior to the close of the auction, Vanish Auctions may leave the item on the catalog and "buyback" the item on behalf of the Seller to establish Vanish Auctions earned commission and buyer's premium due to Vanish Auctions from the Seller."

Buyers that do not remove their items within the specified removal times will have their bidding privileges suspended you will be required to contact the administrator to reactivate your account. (2) Occurrences will result in permanent suspension of bidding privileges.

**DAMAGE:** Any damage caused by a buyer during the preview, or during the period of removal must be made good by the buyer causing the damage. Buyer agrees that the credit card on file will be charged for any expenses and/or repairs to the pickup location or property of another buyer.

**IMPORTANT!** The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchase, items not paid for and/or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.

**CHOOSE WISELY:** We want everyone to get a good deal and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients are not willing to assume the cost of your mistakes. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

The auctioneer reserves the right to add or remove items from the auction. Split or combine lots; Add minimum bids or reserve prices; Cancel, suspend, extend or reschedule an individual item and or auction event; Make changes to the auction closing times or inspection or removal times

**CLAIMS:** Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled either in Small Claims Court if the dispute in question amounts to less than \$5,000, or by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association if the dispute amounts to more than \$5,000. In the event of arbitration, judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue in either case will be Brevard County, Florida.

In the event of a bidder default and /or chargeback bidder agrees that Vanish Auctions may collect payment for items, including cost associated with items to be relocated, discarded or stored, either by arbitration small claims court or state court at Vanish Auctions discretion, and that any judgments awarded may be applied to the bidder personally or corporately.

**LIABILITY:** Auctioneers and Sellers liability shall be limited to the refund of bidder's purchase price

**LIMITATIONS:** The above-stated terms and conditions of Sale cannot be altered except in writing by the Auctioneer.