

### **Mizell Liquidation Group General Auction terms.**

(Specific conditions may apply for specific auctions; review the terms for each individual auction before bidding).

OUR AUCTIONS ARE INTERNET ONLY AUCTIONS! These are the Terms & Conditions you agree to when placing a bid.

**BUYERS PREMIUM:** A 15% buyer's premium will be added to each purchase. If you bid \$100 at check out, you will be charged \$115.00.

**SALES TAX:** Collection for this auction. All sales are automatically charged the appropriate Sales Tax provided by the Mizell Liquidation Group. If you have your purchases shipped over State lines, Mizell Liquidation Group will remove the sales tax from the invoice, and the buyer is then responsible for their State's Use Tax. If you are Tax Exempt, please provide Mizell Liquidation Group with the appropriate Tax Exemption paperwork after you receive your emailed invoice for this sale. You can bring your form in person to pick up, but it is best to let us know ahead of time so we can have the adjusted invoice ready for you when you arrive.

**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 end of the scheduled pickup day 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 that are not picked up during the published pickup/removal times. Buyer authorizes Mizell Liquidation Group to release the buyer's assets to any individual in possession of the buyer's sales receipt.

**PAYMENT:** Please check with Mizell Liquidation Group for types of credit cards accepted, but generally, Visa & Mastercard are accepted along with cash. Bank transfers and certified checks may also be considered at our discretion, and arrangements must be made prior to the end of the sale.

**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 or do not bid at all. 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 \$1 authorization will automatically be placed on your credit card on file with RCI prior to your first bid. An additional deposit may be requested for first-time bidders

and bidders whose bids exceed \$1,000. 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 bids to price an item out of reach of other bidders. You should immediately review your bids before they are 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 us 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 and review all bids before submitting. We will not reverse bids after the auction has begun to close, no exceptions.

**STAGGERED CLOSING:** Sales on our platform typically close at 3 items per minute which means bidding will close at intervals. This feature works great with the auto-extend feature to closely emulate a 'live' auction. Sales with fewer items may close at 1 item per minute, and larger sales with more items may close at 5 items per minute.

**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 or text 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:** You will be contacted by email ONLY with an invoice with your total due and pickup/shipping instructions (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 9 AM the next day. If you do not receive a paid email invoice, then you did not win any items at the online auction. Please make sure to check your "spam" folder in your email - these are automatically generated emails from our system, and sometimes they do get marked as spam by email providers.

**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, Mizell Liquidation Group and the buyer agree 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. If you have any questions, please call the Mizell Liquidation Group at the phone number listed in the auction information.

**CATALOG DESCREPCENCIES:** 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/consignor has withdrawn an item from the sale prior to the close of the auction, we may leave the item on the catalog and "buyback" the item on behalf of the Seller/consignor.

**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. The buyer agrees that the credit card on file will be charged for any expenses and/or repairs to the pick-up location or property of another buyer.

**IMPORTANT!** Mizell Liquidation Group will have the option of reselling, removing, storing, or abandoning, at the expense and risk of the purchaser, items not paid for and/or removed within the specific time for pickup/removal. The buyer agrees to pay all deficiencies, legal, collection, transportation, and storage expenses associated with delinquent accounts or abandoned items. We reserve the right to add or remove items from the auction. Split or combined 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.

**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.

**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. The venue, in either case, will be the city that we are based in or the nearest jurisdiction to the pickup/removal address of the sale.

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

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.

**LIABILITY:** Mizell Liquidation Group's liability shall be limited to the refund of the bidder's purchase price only. Mizell Liquidation Group is NOT responsible for labor costs, truck or tool rentals, gas expenses, etc.

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