



**THESE ARE INTERNET ONLY SALES IN AN ONLINE AUCTION FORMAT!** These are the Terms & Conditions you agree to for registration and bidding on the RCIauctions.com website. Please read carefully and fully before continuing to registration.

**BUYERS PREMIUM:** A 15% buyer's premium will be added to each purchase. If you bid \$100.00 at check out you will be charged \$115.00.

**SALES TAX:** Local Sales tax will be collected. Out of state bidders please read: Sales tax will automatically be added to your invoice. If you are having your purchase shipped out of state the sales tax would be removed from your invoice once your emailed shipping request is received. This request must be received before the end of pickup/removal when payment is due. If you are not charged sales tax on your invoice, you are responsible for your state's use tax. TAX EXEMPT: If you are tax exempt you must present a copy of the appropriate states tax exempt form for each auction you win items in. This form must be received before the end of pickup/removal. You can present this form in person, or reply back to your emailed invoice with your form. Please note if the auction is in the state of Maryland they DO NOT accept out of state exempt forms, you must apply to the state of Maryland for a refund. Since each RCI warehouse location is independently owned and operated they must have an appropriate tax exempt form for each auction you make purchases from. The form must be presented in person or emailed to the RCI warehouse location hosting the auction sale. Please note that the information on the tax exempt form must match your bidder registration information exactly - any mismatch will void the form and you will have to apply to the state for a refund. If you have any questions please contact the RCI warehouse location you are making a purchase from.

**TAX EXEMPT STATUS:** If you or your business is tax exempt, it is your responsibility to present the RCI warehouse conducting the sale with your proper tax exempt form. After the auction is concluded and you have received your emailed invoice, simply contact the RCI warehouse handling the sale so that they can provide you with an updated invoice. You must present your tax exempt form for each auction you win item(s) in.

**PICKUP/REMOVAL OF ASSETS PURCHASED:** Bidders are responsible for their own removal unless shipping arrangements have been made. Any item NOT picked up, setup for shipping or setup for short term storage by the set time will be considered abandon with no refund issued. Removal shall be at the expense, liability and risk of the purchaser. Purchases will be released upon presentation of the emailed invoice. Bidder further agrees to be held personally responsible for all purchases made on their bidder number and agrees that bidder will not chargeback items which are not picked up or setup for shipping during the published

removal times. Buyer authorizes the RCI Auctions location hosting the sale to release buyer's assets to any individual in possession of the buyer's emailed sales invoice.

**PAYMENT:** Accepted forms of payment include Cash and Credit Card. Please check with the RCI warehouse conducting the sale regarding payment methods they accept for that sale. Normally accepted credit cards are: Visa, MasterCard, Discover. No checks or money orders are accepted, period. Payment for invoices is due on the scheduled pickup/removal date, no exceptions.

**ON FILE CREDIT CARD:** Bidders are required to register and maintain an up to date credit card on file with RCI. The billing address you have on file must match your credit card's billing address. RCI may run an authorization on a bidder's credit card on file at any time. If the authorization is declined, bidding privileges will be suspended.

**WARRANTY & CONDITION OF ITEMS SOLD:** All items are sold **AS IS, WHERE IS, with NO WARRANTY** expressed or implied. No returns are accepted. 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 and even if they are, we cannot guarantee future functionality after the equipment leaves the sale location.

**RCI WAREHOUSES DISCLAIMER:** All RCI warehouses are independently owned and operated as independent contractors utilizing the RCIauctions.com website bidding platform. RCIauctions.com assumes no liability for auctions put on the RCI website by RCI warehouses and no liability for any disputes between buyer and seller. Each auction sale has it's own terms and details which you must agree to before placing a bid for that auction. Each RCI warehouse is solely responsible for the content of each sale. If you do have any issues that cannot be resolved, please email [Business.Development@RCIauctions.com](mailto:Business.Development@RCIauctions.com).



**EMAIL ALERTS:** Upon registration, your email address will be added to our email alerts system and you will receive emails from RCIauctions.com regarding new or closing soon auctions. We use Constant Contact as our mailing solution and you can easily unsubscribe from these email alerts at any time - just click on the "unsubscribe" link at the bottom of the email to be permanently unsubscribed. RCI will never sell your information in any way.

**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 be driven up. Registered bidders may have a temporary authorization ran on their card at any time.

**BIDDING ERRORS:** When you place a bid you will ALWAYS be brought to a page to confirm and review your bids before submitting. Review this bid confirmation page VERY CAREFULLY as it will display your bid amount and if you are already the high bidder. Once you are certain your bids are correct you may submit them. 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 form on our website's contact us page. We cannot guarantee any bid will be removed when the auction has less than 24 hours remaining and 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. Please be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders.

**STAGGERED CLOSING:** Our auction sales vary, but most close at a rate of 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. Auctions with smaller amounts of lots may close at 1 item/minute or 2 items/minute. Always read the terms and details of the particular sale prior to bidding.

**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. The review bids feature is only available while the auction is live and is disabled once the auction is closed.

**WINNING BIDDER NOTIFICATION:** 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 8:00am the next day(before the pickup). If you do not receive a paid 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 carefully, and contact the warehouse conducting the sale for any further clarification.

**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 has withdrawn an item from the sale prior to the close of the auction, RCI may delete the item, update the item description, or leave the item on the catalog and "buyback" the item on behalf of the Seller to establish RCI's earned commission and buyer's premium due RCI from the Seller.

**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 pick up 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 purchaser, 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 every one 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 or do not bid at all. The auctioneer reserves the right to add or remove items form 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 change's 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. The venue will be the county of the RCI warehouse handling the sale.

In the event of a bidder default and /or chargeback, bidder agrees that RCI 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 RCI 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 bidders purchase price

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

I certify that the above registration information is true and correct. I agree to abide by all "Terms and Details" of each individual sale, as I am aware they may vary slightly depending on circumstance. I also grant permission for purchased to be processed using the credit card information on file and agree to not chargeback items which are not picked up or setup for shipping during the published removal times. Furthermore I agree and acknowledge that I am responsible to follow up on all purchases. Lastly I am aware that I am responsible for all activity on my issued bidder number.