

Bidder and Auctioneer agree that the terms listed below shall govern each online auction sale.

1. **REGISTRATION:** All information provided by bidder during the registration process must be current, complete, and accurate. Bidders must be 18 years of age or older. Rochester Online Auctions, at its sole discretion, may deny registration to any person or entity.
2. **BUYER'S PREMIUM:** Unless a specific auction states otherwise, a 10% buyer's premium will be charged on all items and lots. Every bidder pays the same buyer's premium and should bid accordingly. For example, if you bid \$100 on an item at the auction you will be charged \$110 for the item on your auction invoice.
3. **AGREEMENT TO TERMS:** Access and use of any online auction site of Rochester Online Auctions is subject to all specific terms and conditions set forth on any individual page within the site and the terms and conditions of this User Agreement and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THIS SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site. Rochester Online Auctions reserves the right to change the terms and conditions of the User Site Agreement from time to time, and it is the Bidder's responsibility to review any and all changes made to these terms and conditions prior to each use of the Site. By using the Site, you agree in advance to accept any such changes.
4. **SUSPENSION / PERMANENT BAN:** A Bidder will be suspended or permanently banned from the Site for providing false or fraudulent information when registering. A Bidder will be permanently banned from this Site for failing to honor an auction bid made under that Bidder's bid number. You will also be responsible for paying any funds Rochester Online Auctions and their consignor/s lost due to your neglect. Buyer's premium (10%), selling premium 40% re-listing fees and any court/legal costs that might accrue.
5. **PAYMENT:** Buyer will receive an invoice via email after the close of the auction (Usually by noon of the next business day). Payment for purchases must be made by cash, cashier's check or money order unless otherwise noted in the specific auction's terms and conditions. A 3.5% Fee is charged for Credit card use
6. **SALES TAX:** All sales are subject to MN Sales Tax laws. If Bidder claims an exemption from sales tax, it is the Bidder's responsibility to provide the appropriate resale or exemption certificate for each auction at which the Bidder makes a purchase.
7. **ITEM DESCRIPTIONS :** The descriptions of items or lots appearing in the auction and in advertising are believed to be correct. Discrepancies between the item's description and the pictures will go to the description. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Rochester Online Auctions concerning any items or lots shall be construed as a warranty either express or implied. ITEMS AND LOTS ARE SOLD AS IS – WHERE IS and WITH ALL FAULTS. Bidder acknowledges that all items and lots were available for inspection prior to the auction and, by these terms Rochester Online Auctions and Owner/Seller strongly encouraged Bidder to carefully inspect each item or lot to determine the nature, quality, condition, quantity and size of the item or lot. Bidder relied solely on personal inspection and not on information listed on the Site or otherwise provided by Rochester Online Auctions or Owner/Seller. The IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales. Rochester Online Auctions does not have control over the items or lots that are posted in the Site and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions the Sellers and Buyers take before, during, and after the auction. Use of this site is at your own risk.
8. **WITHDRAWAL OF ITEMS:** From time to time, it may become necessary to withdraw items from a sale after they are listed. Rochester Online Auctions and the Owner/Seller reserve the right to do so at any time before or during the sale. The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids in their sole discretion.
9. **REMOVAL:** Merchandise becomes the full responsibility of Buyer at the close of auction, and Buyer assumes all risk of loss and damage to property until removed from sale premises. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis. THERE ARE NO EXCEPTIONS TO REMOVAL DEADLINES!! Items remaining after removal deadline will be considered as abandoned, and ownership will revert to Seller, who may resell or dispose of items. Any funds paid will be forfeited for failure to abide by the terms of sale. Auction sites are potentially hazardous places. Anyone entering an auction site does so at their own risk. Bidders will advise their employees etc. to use caution while entering a potentially hazardous work environment. Warning is extended to parties disconnecting or removing equipment from the site. Bidders and associates involved in preview, sale, and removal at this auction are liable for all risk of injury, damage or property loss. Rochester Online Auctions and the seller are free from any liability.
10. **ADJUSTMENTS :** No adjustment will be made regarding merchandise inventory after the item or lot has been removed from the sale premises, or after the removal deadline whether or not the property has been removed. Rochester Online Auctions reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.
11. **DISPUTE BETWEEN BIDDERS:** The final high bidder shall be designated at the end of each item or lot. If a dispute arises between two or more Bidders, Rochester Online Auctions reserves the right to reopen bidding. Rochester Online Auctions designation of the Buyer shall be final.

12. **INDEMNITY:** Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Rochester Online Auctions and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction items or lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.
13. **TERMINATION OF AGREEMENT:** This Site User Agreement constitutes a binding agreement between Bidder and Rochester Online Auctions until terminated by Rochester Online Auctions. Rochester Online Auctions may terminate this agreement at any time, without notice, in Rochester Online Auctions sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction site. Rochester Online Auctions reserves the right to terminate Bidder registration and use of the auction Site and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.
14. **INTERRUPTION OF SERVICE:** Rochester Online Auctions cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Rochester Online Auctions, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any items or lots that were affected by any malfunction. The decision of Rochester Online Auctions is final.
15. **PRIVACY:** Rochester Online Auctions gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions. Rochester Online Auctions does not sell or rent this information. Rochester Online Auctions uses email mailing lists to notify its customers about online and live auctions. If you are receiving a mailing and wish to discontinue receiving future mailings, simply forward the received e-mail to Rochester Online Auctions to have your name promptly removed from our list.
16. **BID IS A CONTRACT:**As a Bidder, placing a bid is a binding contract between you and the Owner/Seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. The Owner/Sellers of property sold through this Site reserve the right to reject all bids, in their sole discretion.