



## **Auction Terms & Conditions**

1. Where goods are put up for sale in lots, each lot is, unless otherwise provided, the subject of a separate contract of sale.
2. All goods shall be sold to the highest bidder for each item thereof whose bid is accepted, but the Auctioneer may refuse any bid, with or without cause, and may withdraw any of the goods from the sale before they have actually been knocked down to a bidder.
3. *Once a bid is placed by a bidder, it may not be retracted for any reason.*
4. All successful bids result in a contract of sale for the lot in question. This includes the payment of a 7% auction fee to a maximum of \$1500 per lot and applicable taxes in addition to the amount of the successful bid. Payment is required upon the conclusion of the auction and no lots may be removed from the premises prior to confirmation of payment in full. Payments made later than 4pm the Monday immediately following the auction shall be subject to interest charges of 2% per day or items will be considered abandoned and will be handled at 6&6 Auctions' discretion. Removal of the lot(s) must be completed by no later than 4pm the Tuesday immediately following the auction, failing which storage charges, in the amount of \$20 per day, will become due.
5. It is forbidden for the Consignor, his agents, employees or relatives residing at the same address to bid upon their own lot(s), or for the Auctioneer to knowingly take any such bid from the seller or any such person. If a consignor is caught bidding on their own consigned items, they will be subject to a 25% seller's premium and be banned from consigning any items in the future with 6&6 Auctions.
6. All lots are sold on an "As is, Where is" basis. The Auctioneer makes no warranties of any kind, expressed or implied, about any lot. In particular, the auctioneer makes no warranty that lots are:
  - a) Of any particular manufacturer, model, year or condition;
  - b) Fit for any particular purpose;
  - c) Merchantable or suitable for financing; and
  - d) In conformity with any safety, environmental or legal standard.

7. Information has been provided about lots from the consignor of the lot. The accuracy of this information is not warranted by the Auctioneer. Lots are available for inspection before each sale. It is the purchaser's responsibility to inspect all lots and make his or her own inquiries as to the make, model, year, condition or other particulars of any lot.

8. Once the Auctioneer has accepted a successful bid, the lot becomes the Purchaser's sole responsibility, and the Purchaser accepts all risks associated with the lot. It is the Purchaser's responsibility to arrange for insurance immediately. The Purchaser is responsible for the safe loading and removal of the lot from the yard. The securing of the load is the sole responsibility of the Purchaser.

9. If, for any reason, the Auctioneer is unable to:

- a) surrender any lot;
- b) provide clear title to any lot, or
- c) provide any necessary documentation for any lot;

the Auctioneer's liability shall be limited to return of any moneys paid for that lot, upon return of the lot by the Purchaser to the Auctioneer, if taken. The Auctioneer may choose to demand the return of a lot from the Purchaser for any of the reasons listed in this paragraph and the Purchaser agrees to return the lot at the Auctioneer's request. The Auctioneer will not be liable for any consequential loss or damages except for return of the moneys paid.

10. You acknowledge that an auction site is a potentially dangerous place and hereby release 6&6 Auctions, our affiliates and respective agents and employees from any and all claims and alleged losses, whether known or unknown, arising out of or relating to any injuries or harm sustained, or for damages to or loss of property, which may occur from any cause whatsoever.

11. The Auctioneer may require a bidder to provide a deposit as a condition of being registered to bid and this deposit becomes non-refundable on breach of the Terms.

12. The undersigned acknowledges having read the above terms and agrees to them, as evidenced by their signature below or by acknowledging the terms & conditions prior to registration.