



**TERMS:** By placing a bid on item(s) in an auction the bidder is entering into a contractual agreement with Restaurant Auction Company for the purchase of these items in the event that they are the successful high bidder at the conclusion of the auction. There will be no cancellations, refunds or chargebacks after the auction has closed.

**CONDITIONS AND DESCRIPTIONS:** All items are sold as is. All sales are final and contain no warranty. Descriptions are believed to be accurate but are not guaranteed. If you have any questions about the condition of an item it is recommended that you attend our inspection day. Our 1-10 Likert rating scale is compiled by our professionals with over 30 years of industry experience. It is based on a visual observation of the overall condition of the item. It does not indicate working condition of items we cannot or have not tested.

**BIDDING ERRORS:** Restaurant Auction Company is not responsible for bidding errors. You should immediately review your bids once submitted. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a typo you must immediately contact our office by in writing via email. Include your bidder number, the item number and the bid you want to have deleted (we MUST have your request in writing). We will email you a confirmation of your request. We will not delete bids after the auction begins to close, no exceptions.

**STAGGERED CLOSING:** This feature will close bidding on intervals. The online auction closes 3 items per minute. This feature works great with the Dynamic Closing feature which will auto-extend the closing time for an additional 3 minutes whenever a bid is placed within the last 1 minutes of the item's closing time. This feature allows the online auction to emulate a "live" auction atmosphere.

**BUYER'S PREMIUM:** We charge a buyer's premium of 15%. The premium is added in addition to the final selling amount.

**SALE'S TAX:** Pennsylvania State Sales Tax will be charged on all items in our PA warehouse auctions. Tax exemption forms must be emailed to [info@RestaurantAuctionCompany.com](mailto:info@RestaurantAuctionCompany.com) prior to the close of the auction.

**PAYMENT:** Accepted forms of payment include Visa, MasterCard, Discover, or American Express. Credit cards will ALWAYS be charged at the end of the auction unless otherwise specified. You must have available balance on your credit card for your online purchases. At the conclusion of the auction, you will be sent an email with a total of the items you won.

**REMOVAL:** Each auction will have a designated removal day. The valid printed invoice must be presented to remove any items. All removal is the complete responsibility of the buyer. If you are unable to pick up on the designated removal day, a rescheduled pick up appointment may be made for auctions conducted from our warehouses. There is a fee for this service. You must contact us via email immediately following the conclusion of the auction to make a rescheduled appointment. Any items not picked up on specified removal days, rescheduled or scheduled to be shipped will be considered abandoned and may be discarded, removed, resold or stored at the seller's discretion. No refunds or chargebacks will be granted in the event an item is not picked up or shipping arrangements made.

**Restaurant Auction Company reserves the right to add or remove items from the auction, cancel, suspend, extend or reschedule an individual item and/or auction event, and make changes to the auction closing times or the inspection or removal times.**