



---

**THIS IS AN INTERNET-ONLY AUCTION.** These are the Terms & Conditions you agree to before placing a bid.

**BUYERS PREMIUM:** An 18% buyer's premium will be added to each purchase. If you bid \$100.00 at check out you will be charged \$118.00.

**PICKUP/REMOVAL OF ASSETS PURCHASED:** Bidders are responsible for their own removal unless shipping or storage arrangements have been made. Bring necessary help for equipment removal and loading. Any item NOT picked up by the end of the scheduled pickup day will be considered abandoned unless arrangements have been made for storage or shipping. Removal shall be at the expense, liability and risk of the purchaser. Purchases will be released upon payment and presentation of the emailed invoice. **If you're having someone else pick up on your behalf, you will need to authorize by replying to the emailed invoice with their full name- prior to pick up. They will be required to provide a photo ID before we will release items to them on your behalf.** Bidder further agrees to be held personally responsible for all purchases made on their bidder number and agrees that bidder will not chargeback items that are not picked up or set up for shipping during the published removal times.

**PAYMENT:** Accepted forms of payment include Cash and Credit Card. Normally accepted credit cards are Visa, MasterCard, Discover and AMEX. No checks or money orders are accepted. Payment for invoices is due on the scheduled pickup/removal date, with no exceptions. **There will be a 3% surcharge to use a credit card that is not on file. Please keep your payment information updated on your bidder profile.**

**ON FILE CREDIT CARD:** Bidders are required to register and maintain an up-to-date credit card on file with Your Equipment Guys. The billing address you have on file must match your credit card's billing address. Your Equipment Guys 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.

**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 state's tax exempt form. This form must be received before the end of pickup/removal. You can present this form in person, upload it when registering to bid (or update your bidder profile by uploading proper documents), or reply back to your emailed invoice with your form. 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 Your Equipment Guys.

**INSPECTING AUCTION ITEMS:** It is the buyers' responsibility to inspect all aspects of the item(s) before placing a bid. No sale shall be invalidated by the buyer as a result of he/her not conducting their own inspection prior to placing a bid or doing due diligence. It is automatically acknowledged by placing a bid

that you have personally inspected the item(s), hired an agent to inspect the item(s), or waived your right to inspect the items(s).

**"TESTED GOOD" or "WORKING CONDITION":** Items listed as "Tested Good" or "Working" by us means that we have plugged the item in and turned it on -OR- fired up the equipment, and it appears to be in working condition running here at the warehouse. This DOES NOT imply in any way that said item was field-tested OR that it will work under your particular circumstances or conditions. YEG will not be held responsible for the functionality of items outside of the warehouse environment.

**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. You are bidding on the described item, not the photo.

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

**BIDDING ERRORS:** Increasing your own bids... please be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders. You should immediately review your bids before submitting them. 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. 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.

**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.

**EMAIL ALERTS:** Upon registration, your email address will be added to our email alerts system and you will receive emails from YourEquipmentGuys.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. Your Equipment Guys will never sell your information in any way.

**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 with an invoice with your total due and pickup 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 8:00am the next day (before the pickup). If you do not receive an email invoice, then you did not win any items at the online auction. **Please be 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, the Auctioneer and buyer agrees that no adjustment or refund will be made.

**SHIPPING:** No shipping on glass, neon, plates, lights or items considered fragile. Auctions will each be listed as "Shipping Available" or "No Shipping". Each auction has a particular process to arrange the shipment of items. There are many factors taken into consideration to determine the proper shipping method, including weight, value, type of lot, and distance it must travel. It is best to review the terms and conditions for the particular auction you are looking at before placing a bid and to contact Your Equipment Guys.

If an auction is "**Shipping Available**", a typical charge to palletize your item would be \$75 per pallet (if we can simply strap the item(s) to a 48x48" pallet). If the item is larger and requires a pallet, plus crating or extra packaging; you will be charged for time and materials as well. This is prior to and in addition to any shipping charges accrued by the shipping company to deliver your item(s).

**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 YEG 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/Consignor has withdrawn an item from the sale prior to the close of the auction, Your Equipment Guys may delete the item, update the item description, or leave the item on the catalog and “buyback” the item on behalf of the Seller/Consignor to establish Your Equipment Guys’ earned commission and buyer’s premium due to Your Equipment Guys from 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. 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 for pickup/removal. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items. The auctioneer reserves the right to add or remove items from the auction. Split or combine 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

**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.

**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 city/county of the location handling the sale.

In the event of a bidder default and /or chargeback, the bidder agrees that YEG 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 YEG 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 YEG to reactivate your account. (2) occurrences will result in permanent suspension of bidding privileges.

**LIABILITY:** Auctioneers and Sellers liability shall be limited to the refund of the bidder's purchase price only. Auctioneer/Sellers are NOT responsible for labor costs, truck or tool rentals, gas expenses, etc.

**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 purchases to be processed using the credit card information on file and agree to not chargeback items that 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.