



## Online Auction Terms and Conditions

This is a legal agreement between you, the site user / buyer, and JNG Auctions, LLC / JNGauctions.com and these terms and conditions shall apply to all auction sales by JNG Auctions, LLC / JNGauctions.com

All registration information for a bidder shall be current, complete and accurate. If bidder information changes at any time the bidder must notify auctioneer of changes immediately. A bid is a legally binding contract, therefore, all bidders must be 18 years of age or older. JNG Auctions LLC / JNGauctions.com may, at its sole discretion deny registration to any person or entity.

Registration does not require a credit card, however, if bidder fails to pick up items at any time JNG Auctions may require a card to be on file and or a cash deposit before bidding privileges are restored.

Payment for purchases: We are cash only. **SEE TERMS OF INDIVIDUAL AUCTION. ACCEPTED FORMS OF PAYMENT SUBJECT TO CHANGE AT ANY TIME AND TERMS STATED IN /FOR ANY PARTICULAR AUCTION OVERRIDE THIS STATEMENT.**

All sales are subject to Michigan State sales tax in accordance with the laws of Michigan unless otherwise exempt and stated in any particular auction. If you are exempt from paying sales tax you must provide JNG Auctions, LLC with a copy of your sales tax license and fill out a tax exempt form 3372 at the time you provide payment for purchases. Out of state buyers and out of country buyers must pay sales tax on all items including titled items unless stated differently in the auction terms.

All sales are subject to a buyer's premium. Buyer's premium may change at any time prior to the start of an auction. Buyer acknowledges that once a bid is placed it cannot be retracted.

Inspection times are posted for each online auction. Please be aware of these dates and times prior to bidding. Buyer is responsible for making all arrangements for merchandise to be picked up and removed per terms and/or conditions listed for the auction.

All items purchased on our online auctions are to be paid for and picked up within the posted dates / times from the end of the auction. Special pick up days such as Saturdays will be announced if and when available. We do not make special arrangements, we do not ship, we have zero tolerance for no shows which means you will no longer be able to participate in any of our future auctions. Always make sure you are able to pick up during the specified dates and times to avoid being permanently banned. You are expected to pick up regardless of your purchase total.

All items are sold AS IS WHERE IS WITH ALL FAULTS and with no warranty of any kind expressed or implied. Buyers are encouraged to physically inspect any items they may be interested in during the posted inspection times. Bids cannot be withdrawn after the auction for any reason. Buyer understands that descriptions whether written or verbal regarding any item are not guaranteed and JNG Auctions, LLC / JNGauctions.com or Seller assumes no responsibility for any errors or omissions.

JNG Auctions, LLC and JNGauctions.com is not responsible for actions taken by the owner, seller, or buyers before, during or after the auction including but not limited to typographical errors, misprints, loss of merchandise or money, damage or failure of equipment, due to your visit to this auction site.

At the end of each auction the buyer will be provided a receipt for his/her purchases via the email address provided upon registration. Buyer must maintain current and correct mailing address, phone number and email address(es) at all times.

The buyer is responsible for removal of purchased items within the pick-up dates listed for the auction. Removal is at the risk, expense and liability of the purchaser or purchaser's representative(s). Any items or any part of items not removed within the allotted time frame or any items abandoned will be resold or disposed of at the buyer's expense. Failure to pay for and/or remove purchased items per posted dates and times will result in bidder being banned from any future auctions.

Anyone entering the facility for inspection, drop off, pick up or other reasons must complete a sign sheet and waiver of liability. Refusal or failure to do so may result in being banned from any future auctions.

JNG Auctions, LLC reserves the right to terminate, change or suspend any aspect of the auction sale at their sole discretion for any reason.

Buyer expressly agrees to indemnify and hold harmless JNG Auctions LLC / JNGauctions.com and their assigns from and against all claims, expenses, losses, damages or liability including but not limited to attorney's fees either directly or indirectly caused by or resulting from any act including the negligent acts or omissions of JNG Auctions LLC / JNGauctions.com or anyone acting in his/her behalf in connection with or arising out of auction.

The auctioneer may, at its sole discretion, void any sale, temporarily suspend bidding and resell any items that were affected by any malfunction. The decision of the auctioneer is final.

Buyer is responsible for their bidding number and password and should keep this information in a secure place. Buyer is responsible for any bids placed using his/her bidding number and password.

Buyer agrees that by accessing this site, you accept without limitation, all of the terms and conditions set forth and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site. Furthermore, buyer agrees that use of this site is at your own risk. Neither JNG Auctions LLC / JNGauctions.com, affiliates, officers, directors, employees, agents, licensors, or third party content providers warrant that this site will be uninterrupted or error free, nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the site.

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YOUR USE OF THIS AUCTION SITE MARKS YOUR ACCEPTANCE IN FULL OF THESE TERMS AND CONDITIONS