Terms & Conditions, and Register to Bid:

Welcome
We're happy to have you join our online world of Personal Property & Real Estate auctions, where you get to bid your own level of interest for both residential contents and business assets. EBIDLOCAL.com online auctions give you the best of all worlds; the comfort & convenience of 24/7 bidding from your own computer, the benefits of a live in-person inspection of the items, and the ability to name your own price just like an old-fashioned live auction.

What is an Auction?
An auction, live or online, is a legally binding purchase offer contract by the successful, winning high bidder. This contract requires winning bidders to complete full payment for any successful winning bids and the complete retrieval or removal of any and all purchased items/lots. (Read & understand the associated details in the sections below!)

Be Aware
BY PARTICIPATING ALL BIDDERS AGREE: All items are sold "AS IS / WHERE IS", with all faults, known & unknown, with no guarantees or warranties, expressed or implied, of any kind, including but not limited to condition, authenticity or testing, completeness, suitability, fitness or merchantability for any purpose. This is NOT a retail store, and ALL SALES ARE FINAL; NO CREDITS OR REFUNDS of any kind are given. You are bidding and buying based upon your own inspection, your own determination of value, and your own decision to bid. Fakes & Forgeries may be present in any sale: LIVE PREVIEW IS YOUR BEST PROTECTION! EBIDLOCAL.com takes no responsibility for errors or omissions of any kind, including catalog descriptions and photographs.

Register
REGISTRATION is free and enables you to participate and bid in ALL upcoming auctions, not just one auction. You will register by credit card (Visa/MC/Amex/Discover) via our secure site. This credit card will be charged at the conclusion of each auction; please make sure you have a sufficient available balance to cover your bids, associated buyers fee and tax if applicable. Read ALL these general Terms & Conditions carefully, and any additional Terms & Conditions for each specific auction, such as Preview & Removal info. By participating, all bidders agree to be bound by all Terms & Conditions!

Preview
For most auctions, Live On-Site / In-Home preview times will be posted. LIVE PREVIEW IS VERY IMPORTANT! This is your only real opportunity to determine the condition, usefulness, and any other purchase criteria to make your own informed bidding decisions. The pictures and descriptions given on-line are purposefully limited in nature, and in no way represent a guarantee or warranty of any kind. If a discrepancy exists between description and photograph, the description takes precedence, however we take no responsibility for errors or omissions of any kind in photographs or descriptions; DO NOT place a bid based solely upon a picture.

CAUTION: We generally do not report item condition! A condition issue reported for any item does NOT mean other items without a report are in good condition! INSPECT FOR YOURSELF! For demonstration purposes various items may be shown joined. Do not assume a lot consists of more than one item simply because they are connected or shown together in a photograph. Please inspect the lot numbers and read the descriptions. If you have questions, ask before bidding.

MARKINGS: We generally report or photograph markings/stampings found on an item, but WE DO NOT VERIFY NOR TEST FOR AUTHENTICITY! Example: A reported stamp of "14K" is NOT a guarantee that it is 14K solid gold; you should inspect in person and determine for yourself the authenticity and value of any item before bidding.

Bidding
YOUR BID is one of two bidding options you have to place bids on any given item. Your Bid is an instruction to immediately take your bid to the amount you've designated as soon as you 'Submit' & 'Confirm' your bids. Note: Tie bids are awarded to the first bidder having bid that amount.

YOUR MAXIMUM is your other bidding option, an instruction to bid only the minimum amount necessary to place/keep you in the winning position (up to your maximum amount, per applicable bidding increments). Note1: With either bidding option, another

bidder may have already placed a Maximum bid higher than yours, in which case they will remain the winning bidder, though at a new, higher level. Note2: **Proxy bids may result in final prices that don't follow the standard manual bid increments**.

SUBMIT BIDS and CONFIRM: After entering bid amounts, scroll down (BEFORE leaving THAT page) and enter your Bidder Number & Password, then click "Submit Bids". Note: If you leave that page without clicking 'Submit', your new bid entries will be lost and you'll have to go back and re-enter those bid amounts and click 'Submit'. To bid on several lots on a given page, simply place a bid for each item and click 'Submit' at the bottom of that page. You will then be directed to a CONFIRM page where you must confirm your bids for accuracy, then click the final "Submit Bids" button. IF YOU WIN MULTIPLE LOTS YOU WILL BE REQUIRED TO PURCHASE EACH ITEM WON.

REVIEW BIDS: To quickly review ALL your bids in ALL auctions, click the 'Review Bids' button under the "All Items" drop down menu on any bidding page (you must be logged in.) You may raise your own bid. Note: be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders.

BIDDING ERRORS: If you make an error in bidding, you must IMMEDIATELY contact our office (info@ebidlocal.com or 804-358-0500 x2) BEFORE that auction item closes. NOTE: You are responsible for allowing sufficient time for any corrections & confirmations to be made prior to an auction item closing. We will NOT reverse bids after an auction item has closed.

OUTBID NOTICES: If you have been outbid on an item you will be automatically notified by email UNTIL the last day of the auction. Auction Closing Day outbid notifications are no longer sent thereby avoiding overwhelming volumes of email flooding your inbox. Participating bidders should check their bid status frequently throughout Auction Closing Day.

Auction Closing
STAGGERED CLOSING: All auctions start closing at the stated day & time, beginning with the first items, and closing multiple items per minute thereafter, in "ALL ITEMS" catalog order. This feature, in combination with Dynamic Closing, allows our online auctions to closely emulate the excitement of a 'live' auction, allowing bidding to continue while active, closing an item only when a given state of inactivity has been reached.

DYNAMIC CLOSING: The closing time of any auction item is extended automatically an additional X minutes whenever a bid is placed within the last X minutes of the asset's closing time. (For X, see individual auction details). Use YOUR MAXIMUM to WIN! The Your Maximum feature allows you to "set it, and forget it", avoiding your having to "babysit" an auction's closing, enabling the computer to automatically bid on your behalf which protects you from losing items to last minute bidders for less than you might have been willing to pay.

Payment
BUYER'S PREMIUM: Unless otherwise stated, an 20% Buyer's Premium will be added to each purchase for all (non-real estate) Auction Sale Events. Example: You bid $100.00. At check out you will be charged $120.00 (plus VA or other applicable state Sales Tax). *Note: For Real Estate Auctions - only a 10% Buyer's Premium applies, which when added to the winning bid will become your Contract Purchase Price. Example: You bid $150,000.00; your Purchase Contract will be for $165,000.00.*

SALES TAX: All purchases by all buyers - in-state & out-of-state buyers - subject to 6.0% Virginia Sales Tax (including Bid Price + Buyer Premium), *UNLESS* you are purchasing for resale *AND* have uploaded a valid & signed ST-10 or ST-14 Form into your User/Bidder Profile PRIOR TO SALE CLOSING! This includes out-of-state buyers having items shipped! TAX EXEMPT FORMS: *IF* you are PURCHASING FOR RESALE and desire to avoid VA State 6.0% sales tax, **you MUST UPLOAD a signed VA ST-10 TAX EXEMPT FORM into your User/Bidder Profile** (in-state buyers CLICK HERE to download ST-10 Form) , or a VA ST-14 TAX EXEMPT FORM (out-of-state buyers CLICK HERE to download ST-14 Form) , **PRIOR** TO AUCTION CLOSING! - with your BIDDER# written clearly in the upper right corner. Forms received after auction closing time will not be honored and you will be charged 6.0% VA.
To Upload your Tax Exempt Form – Login > View Profile > Click on the Tax Exemptions tab > Click Add > Fill out requested info > Upload Form > Click Add again.

CREDIT CARD CHARGES: If you win, we will charge your credit card for your purchases plus buyer's premium and applicable sales tax. Please ensure that you have an adequate available balance to complete your purchase. If your credit card is declined, your items are subject to forfeiture and you may not be able to participate in future auctions.

PAID RECEIPT: You will receive an emailed receipt for your purchases by the end of auction closing day. If you won items and do not see an email receipt from us, please check your spam box/filter. If you still can't find any emailed paid receipt, please contact us

immediately to obtain one. VERIFY YOUR WINNING STATUS: It is your responsibility to let us know if you did not receive a paid receipt in a timely manner. Your paid receipt printout is your ONLY ticket which allows you to pick up your items.

DELINQUENT/UNPAID ACCOUNTS: The Bidder/Buyer agrees to pay all deficiencies, legal, collection, transportation, storage and removal fee expenses associated with any delinquent accounts or abandoned items.

Removal

RECEIPT REQUIRED: You must take your original paid invoice receipt with you for merchandise pickup/removal. *ANYONE PICKING UP MERCHANDISE ON YOUR BEHALF - INCLUDING SHIPPERS/MOVERS - MUST HAVE YOUR ORIGINAL SALES RECEIPT WITH THEM. NO EXCEPTION! Duplicate Sales Receipts for pickup can only be obtained from the Auctioneer. Purchases will be released only upon presentation of a paid receipt.

REMOVAL DAYS/TIMES: are posted within each specific auction. By participating and bidding in a given auction, you understand and agree to abide by the removal days/times for that auction. Removal shall be at the expense, liability, and risk of the purchaser. **DO NOT BID IF YOU ARE NOT ABLE TO PICK UP YOUR ITEMS ON THE SPECIFIED REMOVAL DAY/TIME**, or if you are not able to make arrangements with a shipper/mover for removal during the scheduled removal times.

SHIPPER/MOVER: eBIDLOCAL.com does NOT offer shipping/moving. A link to a list of potential shippers/movers is posted on each auction. Bidders are responsible for their own timely removal arrangements, and ensuring a shipper/mover is available - **PRIOR** TO BIDDING.

VEHICLE TITLE & INSURANCE: Ownership, responsibility & insurance for any titled vehicles becomes solely the Bidder's responsibility upon successful bid/purchase (regardless of whether the bidder has yet re-titled or completed payment for the vehicle). Titles are only released upon cleared or wire transferred funds. Any removal from premises is also solely the responsibility & risk of the bidder.

ABANDONED ITEMS: Any items NOT picked up by the set time will be considered forfeited and abandoned. NO EXCEPTIONS! IMPORTANT: The Auctioneer will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchaser, any unclaimed and/or unpaid items not removed within the specified time.

REFUNDS/CREDITS: In the event an item is not available for pickup or the Buyer was given the wrong item, the buyer must notify our onsite staff immediately **PRIOR** to leaving the Pickup location, and forward a claim to the Auctioneer by email at info@ebidlocal.com within 24 hours of the auction pickup/ removal date. After 24 hours, the Auctioneer and Bidder/Buyer agrees that no adjustment or refund will be made. NO refunds, credits or charge back's will be granted for forfeited / abandoned items due to a lack of removal at the designated times. It is the Buyer's sole responsibility to verify completeness of purchased lots prior to removal; once a lot or any part thereof has been removed from our care and control we cannot issue any refunds or adjustments.

All Rights Reserved

The Auctioneer reserves the right to add, change or remove any items, and/or to cancel, extend, change or delay the closing of any auction at any time prior to the auction/item being declared "sold". An item is not deemed "sold" until the Auctioneer certifies the results and an invoice is sent to the bidders/buyers. The Auctioneer reserves the right to place a starting price / reserve / bid on items on behalf of the Seller or for any court or other legally empowered entity with authority to so direct the Auctioneer.

Indemnification

You agree to hold harmless, indemnify and defend, Auctioneer, Appraise Sell LLC dba ebidlocal.com, its employees, officers, owners, affiliates, agents, and representatives from and against any claims, losses, damages, liabilities, judgments, fees, costs, and expenses, including attorney fees, related to, arising from, or associated with your participation in the preview, bidding, sale or removal of goods, in this auction, including, but not limited to, personal injury, property damage or other injury caused at any sales site (whether physical or online) or during removal or transportation of items won at auction, a dispute with another bidder, or any violation of the Terms and Conditions set forth in this Agreement.

Limitations

These Terms & Conditions of sale cannot be altered except in writing by the Auctioneer. Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

CAUTION: Bidders Beware

BY PARTICIPATING ALL BIDDERS AGREE: All items are sold "AS IS / WHERE IS", with all faults, known & unknown, with no

guarantees or warranties, expressed or implied, of any kind, including but not limited to condition, authenticity or testing, completeness, suitability, fitness or merchantability for any purpose. This is NOT a retail store, and ALL SALES ARE FINAL; NO CREDITS OR REFUNDS of any kind are given. You are bidding and buying based upon your own inspection, your own determination of value, and your own decision to bid. Fakes & Forgeries may be present in any sale: LIVE PREVIEW IS YOUR BEST PROTECTION! EBIDLOCAL.com takes no responsibility for errors or omissions of any kind, including catalog descriptions and photographs.