



## **Retail Rebel Auction Terms and Conditions:**

By placing a bid at our Auction, you agree that you have read and understand the Terms and Conditions with this sale. These terms contain important information about the Auction and the rights and responsibilities of the bidder. For any additional questions regarding this Auction, please email us at [Auction@retailrebel.com](mailto:Auction@retailrebel.com)

### **TERMS:**

- **Indemnification:** You agree to indemnify, defend, and hold harmless the Auction and its employees, officers, owners, affiliates, agents, and representatives from and against any claims, losses, damages, liabilities, judgments, fees, costs, and expenses, including reasonable legal fees and costs, related to, arising from, or associated with you, your agents or representatives including, but not limited to, personal injury or property damage caused at any sales site or during removal or transportation of items won at Auction, any dispute with another bidder, or any violation of these Terms and Conditions.
- **Severability:** If any term, provision, paragraph, condition, or other portion of this agreement, or the application of these, to any person, place, or circumstance, is held to be invalid, unenforceable, or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.
- **Governing Law:** These Terms and Conditions will be governed by and construed under the laws of the State of Missouri.
- **Entire Agreement:** These Terms and Conditions contain our entire agreement and supersede any prior oral or written agreements relating to the same subject matter.

### **CONDITIONS:**

- We reserve the right to deny admission to any bidder into our Auction at any time.
- **ALL SALES ARE FINAL.** All lots and items are sold as is, where is, with all faults, and with no express or implied warranties. The Auction specifically disclaims any express or implied warranties including, but not limited to, any warranty of merchantability, fitness for a particular use, conformity with environmental laws or requirements, non-infringement, accuracy, title, or any other warranty.
- **Registration:** To bid in this Auction, you will need to register using Google, or Apple ID. You must be eighteen years old or older to register. You agree that all information that you provide during the registration process will be true and accurate. You will be banned from participation in the Retail Rebel Auction indefinitely should you provide any false information during the registration process. Each customer is allowed only one bidding account.
- Due to our vendor relationships, circumstances may arise where we will have to recall item(s) sold at Auction. Should that occur, you will be notified and given the full refund of your purchase plus an additional 20% of the purchase amount.

- As we are under contract with our freight carriers, we ask that “AT NO TIME SHOULD THERE BE CONTACT TO THE SHIPPER OR THE CONSIGNEE”; We ask you to honor this requirement upon purchase of any merchandise from Retail Rebel Auction. All packing slips or shipping documents should be destroyed prior to display for said sale. If you receive a packing slip or shipping document in error, please destroy it immediately. Non-compliance with this statement will result in the immediate termination of your buying privileges. Thank you for your cooperation in this matter.
- Changes in Circumstance: All aspects of this Auction are subject to change without notice. The Auction reserves the right to, at any time: (1) add or remove items from the Auction, (2) add minimum bids or reserve prices, (3) cancel, suspend, extend or reschedule the sale of an individual item, lot, Auction, and/or Auction event, (4) make changes to the Auction’s closing, inspection, or removal times, or (5) take any other action the Auction deems necessary to effect the fair conduct of this sale or protection of buyers’, sellers’, or other parties’ interests.
- Winning Bids: If you place a bid in this sale, and your bid is determined to be the winning bid, you are contractually bound to pay for the item(s) that you have won at the price you gave as your bid.
- Buyer’s Premium: A 10% buyer’s premium is added to every purchase. This means that if your winning bids add up to \$100, you will be charged \$110 at checkout before taxes. We are using a third party software provider to enhance the bid experience. All customers will pay the same fee to allow for a fair bidding environment. This fee will be added to the total invoice upon the Auction close. Give this fee consideration when bidding.
- All winning Auction merchandise MUST be picked up by the scheduled pick-up time. Customers who fail to pay and pick up their merchandise will be charged a restocking fee of \$25 or 10% (whichever is greater). Repeat offenders may be permanently banned from the Auction.