

Please read carefully and fully the terms and conditions below.

**Bidder and Auctioneer agree that these terms shall govern each online auction sale. By accessing this Site (TRE Auctions), and participating in an online auction, you agree to accept any and all terms and conditions set herein.**

These terms and conditions are legally binding and if you violate any of them, TRE Auctions and its employees, agents, and representatives (collectively, "Auctioneer") or the Owner/Seller may seek legal relief, including but not limited to, reporting your conduct to appropriate law enforcement entities. Auctioneer reserves the right, at its sole discretion, to ban any bidder or potential bidder from the Site for any reason Auctioneer deems necessary. Auctioneer reserves the right to disable Bidder's account at any time for any reason, whether specifically stated or not.

### **Registration**

Bidders must be 18 years of age or older. All persons desiring to bid must register to receive a bidder number. Bidder agrees that all information provided to Auctioneer is current and accurate. Registration is free.

Do not bid if you cannot agree to the terms of this contract or are not able to pay and pick up your items within the specified terms for this auction.

### **Buyer's Premium**

15% buyer's premium is in effect and will be added to all invoices and applicable sales tax. ***Effective 05/10/19 the buyer's premium will increase to 15%. A 3% discount will be given for all cashier check purchases. Due to Covid 19, Cash is no longer accepted.***

### **Preview**

Inspection dates: 2 business days prior to sale, unless stated otherwise.

It is a visual inspection only and testing will not be permitted. We strongly recommend buyers to inspect items prior to bidding. Buyers shall rely entirely upon their own inspection and information, and bid based upon that judgment solely.

All merchandise is sold "As Is" and "Where Is" without warranties or guarantees of any kind.

The auction company shall not be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance, refund or set aside will be made on account of any incorrectness, error, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type.

### **Pre-authorization for bidding: effective 02/08/19**

All bidders will be pre-authorized for \$1 to your credit card on file, upon placing the first bid for each auction. **PLEASE NOTE: Your account name/company and address must match your billing address for your credit card. If declined, you will receive a message and will need to go to "[Forgot Your Password?](#)" to update your profile with a new credit card or correct address.**

### **Bidding**

Placing a bid constitutes a legally binding offer between you and the Owner/Seller, and cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. Placing a bid on this Site, and winning, then not paying for the product is illegal in most states, and prosecution can result. Failure to

honor the winning bid by the stated deadline will result in permanent bidder removal from the Site and future online auctions, at auctioneer's sole and absolute discretion.

As a Bidder you are responsible for any bids placed under your bidding number and password.

The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your number. If at any time you feel that your Bidder number and password have been compromised due to lack of security on your part you must notify Auctioneer immediately.

All bidders registering their online auction account under a business entity represent that you legally bind that entity. The bidder is registering as an individual acting on behalf of a business entity; the individual bidder will be jointly and severally liable with the business entity for payment.

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

This Site User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Auctioneer reserves the right to terminate Bidder registration and use of the auction Site, and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.

#### Seller Property Withdrawal and Bid Rejection

Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary.

The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids, in their sole and absolute discretion.

#### Payment

Payment must be made in full with credit/debit card, direct deposit, cashier's check or money order payable to TRE Auctions. Due to Covid 19, Cash is no longer accepted Unless otherwise agreed, balances in excess of \$5,000 must be settled with a wire transfer payable to TRE Auctions. Payments must be made within 3 business days upon completion of the auction, unless otherwise stated in "Auction Details" for a particular auction

**Bidders (buyers) agree and understand that invoices remaining UNPAID AND NOT PICKED UP by the payment deadline, will be charged a NON-PAYMENT FEE OF 50% of the total invoice or \$100, WHICHEVER IS HIGHER. THE NON-PAYMENT FEE IS A NON-REFUNDABLE FEE.** The fee will be charged to the credit or debit card supplied by the Buyer. Failure to pay will result in a permanent ban from future auctions, and pursuit of all legal remedies available

#### State Sales Tax

8.25% will be added to all buyer invoices per Texas State Law unless a Tax Exempt Form is provided to Auctioneer prior to payment. The appropriate exemption form may be found in the useful [Tax Exempt Forms](#) section of the website. Forms may be completed and returned by emailing [info@treauctions.com](mailto:info@treauctions.com) or fax 1(866)728-7583. No refunds will be issued after payment.

#### Removal

Merchandise must be removed within the allocated days for removal. Removal is at the expense, liability and risk of the buyer. No appointment is necessary. A valid government photo ID and a printed copy of your paid invoice are required to pick up your items. No merchandise will be released until full payment has been received by Auctioneer.

Written authorization by email must be provided to TRE Auctions allowing a person other than the buyer named on the invoice to pick up items.

Unless you are organizing shipping, all items must be removed within the posted pick up times.

TRE Auctions offers limited assistance during loading. Large or heavy equipment will be loaded with a forklift, and the winning bidder is responsible for loading the rest, and securing his/her load. Buyer must bring the correct vehicle, labor and equipment needed for loading (straps, ropes, boxes etc.)

\* Local delivery is available.

\* Ship your items: Some items might not be eligible for shipping, please check with us before bidding, thank you!

Fedex for smaller items

Freight : Buyer is responsible for arranging and payment of his own freight, and must provide a Bill of Lading so merchandise can be shipped on the designated date. We only offer an estimation and do not guarantee the weight and dimensions of the pallets. We offer the service to palletize which will consist of bubble wrapping and strapping items on a pallet. A packaging fee will be charged for this service, and must be paid at time of payment of your invoice. We do not disassemble, put a part, remove legs, casters from equipment, the equipment will be placed as is onto the pallet. Buyer agrees that TRE Auctions is not responsible for any damages once the equipment leaves our facility.

#### **Disclaimer**

Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of the Auctioneer is final.

Any controversy or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Houston, Harris County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent jurisdiction in Texas necessary to protect the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contractors, and no agency, partnership, joint venture, employee or franchisor-franchisee relationship is intended or created by the Agreement.

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