

Fink Auction and Appraisal LLC - Terms and Conditions for Online Auctions

1. GENERAL TERMS

Fink Auction and Appraisal LLC operates under the following Terms and Conditions, which apply to all bidders and participants. All bidders and participants will agree to all these terms and conditions herein at registration. By registering and placing a bid, you are entering into a legally binding agreement and acknowledge that all sales are **final. All items are sold AS IS, WHERE IS, with all faults and defects, without any warranties expressed or implied.** It is the sole responsibility of the bidder to inspect and research items prior to bidding. No refunds, exchanges, or price adjustments will be granted after an auction closes.

Fink Auction and Appraisal LLC reserves the right to modify these terms at any time without prior notice. Any changes will take effect immediately upon posting. Bidders are responsible for staying informed about any updates. Failure to comply with these Terms and Conditions may result in suspension or permanent revocation of bidding privileges.

2. BUYER'S PREMIUM

A **15% Buyer's Premium** is applied to all purchases unless otherwise stated in the auction-specific terms. This fee is added to the final bid price and becomes part of the total purchase amount due at settlement.

For example, if the Buyer's Premium is 15% and your winning bid is \$100.00, at check-out you will be charged \$115.00.

3. REGISTRATION AND BIDDING REQUIREMENTS

All participants must be at least **18 years of age** and must register with **accurate and up-to-date personal information**. Registration approval is solely at the discretion of Fink Auction and Appraisal LLC. Bidders are responsible for maintaining the security of their accounts, passwords, and bids placed under their credentials. If an account is compromised, it is the bidder's responsibility to notify us immediately.

By placing a bid, the bidder enters into a **binding and irrevocable contract** to purchase the item at the final bid price. **Bids cannot be retracted or modified once placed.** If a bidder fails to complete a purchase, the item will be forfeited, and the bidder may be permanently banned from future auctions.

To prevent last-second internet connection issues, **Fink Auction and Appraisal LLC strongly advises against waiting until the final seconds to place bids.** Auctions use a **MAX BID** system, which allows bidders to enter their maximum bid amount, and the system will automatically increase their bid as needed.

All auctions utilize a **soft close** system, meaning that if a bid is placed within the last **three minutes** of an item's closing time, the bidding window will automatically extend by **three additional minutes**. This extension process continues until no further bids are placed.

4. PAYMENT TERMS

All invoices must be paid in full before items can be picked up or shipped. Payment is due **immediately** after the auction ends.

Accepted payment methods:

- **Credit/Debit Cards** (Visa, MasterCard, American Express, Discover)
- **Wire Transfers** (mandatory for invoices over **\$2,000**, titled vehicles, coins, currency, or bullion)
- **Cash and Certified Checks** (only with prior approval)

The credit card on file will be **automatically charged** for the total purchase price, including the Buyer's Premium and any additional fees. A **3% Convenience Fee** will be applied to each transaction. A **\$25 fee** will be charged for any declined transaction.

Failure to make payment by the deadline will result in **forfeiture of items without refund**. Unpaid items may be resold, disposed of, or handled at the discretion of Fink Auction and Appraisal LLC.

Chargebacks and credit card disputes are strictly prohibited. Any bidder who initiates a chargeback will be permanently banned and may face legal action.

5. ITEM PICK-UP AND REMOVAL

All items must be picked up at the **designated location and time** as stated in the auction details. **Alternate pickup dates and locations will not be provided unless pre-approved by the auctioneer before the auction closes.**

Buyers must bring their own **help, tools, and packing materials.** **Fink Auction and Appraisal LLC does not provide loading assistance.** If you are unable to move large or heavy items, arrange for professional movers before bidding.

Strict pick-up deadlines are enforced. **Any items not picked up within the specified timeframe will be considered abandoned and forfeited without refund.** These items may be resold, discarded, or donated at our discretion.

Fees for non-compliance include:

- **\$25 per lot** for abandoned items.
- **\$25 per lot** if staff must assist due to the buyer's lack of preparedness.
- **\$50 per hour** if staff is required to stay beyond the scheduled pick-up time.
- Repeated failure to pick up purchases may result in permanent suspension from bidding.

Be mindful of the auction location and surrounding properties. Do not block driveways or mailboxes, and follow any parking instructions provided.

6. SHIPPING POLICY

Shipping may be available for **select items**, but may **not** be offered for fragile or oversized items. **Bidders must confirm shipping availability before placing bids.**

We do not offer shipping estimates prior to bidding. Once an item has been packed for shipping, it will not be sent out until all packing, shipping costs, and related fees have been **paid in full**. Refunds will not be issued if a buyer finds the shipping cost too expensive.

All shipments require **insurance** covering the **full final invoiced sales price, including the Buyer's Premium.**

Shipping charges include:

- **\$35 per hour for handling, packing materials** (boxes, bubble wrap, and protective materials), **and labor.**
- **Retail cost of shipping** based on current carrier rates. Which carrier is used may vary based on type and size of the item. Carrier choice is left solely to the discretion of **Fink Auction and Appraisal LLC.**

Third-party shipping labels **are not accepted**, and Fink Auction and Appraisal LLC **does not provide refunds due to shipping costs.** Once an item has been packed, the buyer is responsible for paying all related fees before the item is released for shipment.

7. FIREARM SALES POLICY

All firearm transactions must comply with **federal and state laws.**

- Firearms must be picked up by **the registered bidder only**—no third-party transfers.

- **Background checks may be required.** If you are not legally permitted to own a firearm, do not bid.
- Failure to meet legal firearm transfer requirements **will not result in a refund.**

8. LIABILITY AND DISCLAIMERS

No Guarantees or Warranties: All items are sold “**AS IS, WHERE IS**” without any warranties, whether expressed or implied. No representations or warranties are made regarding **condition, age, authenticity, or functionality**. By bidding, you agree that you are not relying on any statements, guarantees, or representations made by the seller or **Fink Auction and Appraisal LLC** regarding the condition, quality, authenticity, or suitability of any item for a particular purpose. While item descriptions are provided to the best of our ability, they are not guaranteed to be accurate. Any reference to an item’s condition is for general information only and does not serve as an official evaluation or grading. It is the bidder’s sole responsibility to assess the value, quality, and condition of an item before placing a bid.

Bidders assume **all risks** associated with inspecting, handling, and using purchased items. Once an item is removed from the auction premises, **Fink Auction and Appraisal LLC is not responsible for loss, theft, or damage.**

Auctioneer decisions regarding bid disputes, cancellations, and item removals are **final and binding**. We reserve the right to refuse service to any bidder at our discretion.

Auctioneer reserves the right to bid on items in this auction.

9. GOVERNING LAW AND DISPUTES

All auctions are conducted under the **laws of the State of Ohio**. Any disputes arising from an auction shall be resolved exclusively in an Ohio court within the appropriate jurisdiction.

10. TECHNICAL ISSUES AND ONLINE BIDDING DISCLAIMER

Fink Auction and Appraisal LLC is **not responsible** for:

- Slow internet speeds or connectivity issues affecting bid placement.
- Software malfunctions, crashes, or missed notifications.
- Emails, text alerts, or notifications being blocked by spam filters or network settings.

Bidders are responsible for monitoring their bids and confirming auction results.

11. RIGHTS AND RESERVATIONS

Fink Auction and Appraisal LLC retains the right to:

- Add or remove items from an auction at any time.
- Cancel, delay, or reschedule an auction at its sole discretion.
- Modify bidding increments, auction terms, or sale conditions as needed.
- Restrict, suspend, or permanently ban any bidder for non-compliance with these terms.

By participating in any auction conducted by Fink Auction and Appraisal LLC, bidders **agree to these Terms and Conditions in full**. Non-compliance may result in permanent suspension from bidding, forfeiture of items, and legal action if necessary.

12. Ohio Revised Code Section 4707.22

Derek Fink, Auctioneer, is licensed by the state of Ohio Department of Agriculture
license # 2024000214

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13. FINAL STATEMENT

Thank you for choosing **Fink Auction and Appraisal LLC**. By placing a bid, you acknowledge and accept these Terms and Conditions, and agree to abide by all policies set forth. Happy bidding!