

Dunkle Auction Services Online Bidding Terms and Conditions

NOTE: All online bidders are agreeing to the following Terms & Conditions.

We require a copy/photo of your drivers licence to approve bidders for online bidding. Please send by email to: dunkleauctions@yahoo.com OR by text to: (403)740-6251. Once approved, you will be auto approved for all future auctions.

Purchases made with Online Bidding will be charged a 3% fee to a maximum of \$800 CAD per item.

All purchases are payable in Canadian funds by bank or wire transfer within 3 business days. No purchases may be removed until paid for in full, including any applicable taxes.

Any work needed for transportation of equipment purchased, is the responsibility of the purchaser.

US & Foreign Buyers: GST (Goods & Services Tax) of 5% will be charged on all applicable items. The GST will be refunded with proof of export from Canada by a third party carrier, with the appropriate documentation.

US & Foreign Buyers should consult with a US customs broker or a similar alternative to confirm any restrictions and fees associated with the import of equipment into the US or other countries.

Dunkle Auction Services provides live internet bidding as a service to the bidder. The bidder acknowledges and understands that this service may or may not function properly the day of the auction. The bidder shall have no claim against Dunkle Auction Services or the Seller if the live internet bidding does not work properly for any reason before or during the auction. Dunkle Auction Services will not be responsible for any missed bids.

Dunkle Auction Services hereby grants to the party whose signature appears on the bid card (the "Bidder") the right to use the bid card for the purpose of bidding at an auction sale conducted by Dunkle Auction Services. This right is granted at Dunkle Auction Services sole discretion and may be revoked at any time.

The Bidder acknowledges that an auction site including parking area, whether on private or public land, is a potentially dangerous place. Any person at the auction site is there at their own risk and should advise their agents, employees and all other accompanying parties of the same. No person shall have any claim against Dunkle Auction Services, their employees, or consignors for any losses, damages, accidents, discomforts incurred, or injuries sustained while attending the auction sale on or off the property.

The bidder and their agents, employees and all other accompanying parties agree: a) to indemnify and hold harmless Dunkle Auction Services and their consignors from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the purchase or use of any item, or the attendance or participation of Bidder, his agents or employees, at the auction sale and/or on the auction site whether before, during or after the auction sale; b) to be responsible for the payment of the purchase price and taxes due on all purchases using the bid card regardless of whether it is in the Bidder's possession or not; c) that all rights and defenses available to Dunkle Auction Services hereunder shall extend to the consignor.

No person shall bid on any lot of which he is the consignor, or an agent or associate of the consignor.

All sales are final. The highest Bidder shall be the purchaser and no Bidder shall retract their bid. The Auctioneer reserves the right to accept or reject any bid and shall control the bidding at all times and in all cases of dispute the Auctioneer's decision shall be final.

Merchandise is purchased "AS IS", "WHERE IS", and lie at the purchaser's risk immediately. Although advertising information has been obtained from reliable sources, Dunkle Auction Services makes no warranty or guarantee, expressed or implied as to the accuracy of the information. Buyer's should make inspection prior to bidding. All sales are final. The highest bidder shall be the purchaser and no bidder shall retract their bid. It is the responsibility of the Bidder to insure their purchases immediately.

All purchases must be removed from the auction site within the time announced or posted at the auction. All purchases not removed within the time announced shall be considered abandoned, unless other arrangements have been made.

If payment is made by cheque the Bidder certifies that there is now on deposit to their credit at the Bank on which the cheque is drawn, sufficient cleared funds to meet payment and that said funds will remain available for payment of said cheque upon presentation.

If Bidder's cheque is not honored for any reason, they understand that they will face civil and/or criminal charges which will not be withdrawn. They will be liable for inconvenience and legal fees.

If for any reason whatsoever, the Auctioneer is unable to clear title to any lot, or provide any necessary documentation required in respect of any lot, whether before or after delivery of such lot, the Auctioneer's sole responsibility if any, shall be the return of any monies paid on such lot upon return of the particular lot. Any lot the subject of this paragraph shall be returned or surrendered to the Auctioneer forthwith upon demand such demand to be at the sole option of the Auctioneer.

Bidder acknowledges that they have received, read and understand all terms and conditions herein and agree to comply with and be bound by these terms and conditions.