

Dunkle Auction Services Terms and Conditions

When you register as a “Bidder” to a Dunkle Auction Services Timed Online Auction, you accept and agree to be bound by the following Terms and Conditions.

Timed Online Auction Terms and Conditions

Registering an Account

To register to bid on ALL Dunkle Auction Services Timed Online Auctions New User’s must register to set up an account. Once on the home page timed.dunkleauctions.com click on “Register” on the right hand side of the screen. The registration process includes providing your FULL NAME, COMPLETE PERMANENT ADDRESS, DAYTIME PHONE NUMBER, and an EMAIL ADDRESS at which you can be contacted. Also required is a CREDIT CARD NUMBER, EXPIRY DATE and it’s 3 digit SECURITY CODE for address verification purposes.

New User’s are also required to choose a permanent unique USERNAME, and a Password. It is recommended to choose a strong Password and Bidder’s must keep their account password confidential to prevent any unauthorized use. Once the above step’s have been completed the new USER / BIDDER will be emailed a verification code. Please check your email inbox and click on the link to complete the registration process. The registration process only needs to be completed once as your Username will be permanent.

Bidder’s are responsible for any activities or transactions made using their account and Dunkle Auction Services will not liable for any damage or loss which results from unauthorized access to an account.

Bidder’s must ensure that their personal contact information is accurate and up to date.

Bidders may cancel their account at any time.

Summary

1.) All purchases are payable in Canadian funds by bank wire transfer, direct deposit, e-transfer, bank draft, or cheque. 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is not honored for any reason, they understand that they will face civil and/or criminal charges which will not be withdrawn.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.

2.) No item(s) may be removed from any auction site until said funds have cleared. A paper copy or emailed receipt marked “PAID” will need to be shown at the auction site in order for purchased items to be released or removed from the auction site.

3.) All sales are final. The highest Bidder shall be the purchaser and no Bidder shall retract their bid.

- 4.) Dunkle Auction Services reserves the right to close an active Bidder's account if they believe the Bidder has breached or is likely to breach any part of the Terms & Conditions.
- 5.) GST (Goods & Services Tax) of 5% will be charged on all applicable items.
- 6.) It is the responsibility of the Bidder to purchase insurance for their purchases immediately.
- 7.) 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 are strongly urged to personally inspect items prior to bidding, and each purchaser shall be held to have satisfied themselves as to the condition, age, and authenticity of all items they plan to bid on. Buyer's shall not be entitled to make any objection after the listing closes on any grounds whatsoever.
- 8.) The Bidder acknowledges that an auction site, 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 or the Seller for any losses, damages, accidents, discomforts incurred, or injuries sustained while viewing the auction sale items on or off the property, or during removal of purchased items following the completion of the auction.
- 9.) The Bidder agrees to indemnify and hold harmless Dunkle Auction Services and their Seller's 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, their agents or employees, at the auction sale and/or on the auction site whether before, during, or after the auction sale.
- 10.) 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.
- 11.) Dunkle Auction Services is providing a Live Internet Auction Bidding Platform as a service to the Bidder. Under no circumstances shall the Bidder have any kind of claim against Dunkle Auction Services if the internet service fails to work correctly before or during the live auction. Dunkle Auction Services will not be responsible for any missed bids from any source.
- 12.) Dunkle Auction Services auction platform employs anti-sniping technology. This technology ensures that all bidders have a fair opportunity to win item(s) by extending the auction of a particular item for a predetermined time. For example, if there is any bid activity within the last 60 seconds of the listing, the listing will automatically extend for an additional 60 seconds and do so indefinitely until bidding has ceased. If this situation occurs on lots that have been tied together where specific lots have the same closing time, then a 60 second bid extension will be applied to all grouped lots.

13.) 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.

14.) United States & 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. United States & Foreign Buyers should consult with a customs broker or a similar alternative to confirm any restrictions and fees associated with the import of equipment into the US or other countries prior to bidding on any item(s).

15.) Any work needed for transportation of equipment purchased, is the responsibility of the Buyer.

16.) No person shall bid on any lot of which he is the Seller, Consignor, or an agent or associate of the Seller or Consignor.

17.) In all cases of dispute, Dunkle Auction Services decision shall be final.

Bidder acknowledges that they have received, read and understand all terms and conditions posted on the website herein and agree to comply with and be bound by these Terms and Conditions.