

How Online Auction's Work! Welcome to byceonline Auctions!

Online auctions are growing in popularity every day and are convenient with today's technology. The process is simple.

1. review the auction, terms and conditions, pick up location.
2. register to bid and receive a bidder number
3. bid (and hopefully win) on your item (s)
4. print off your paid receipt
5. pick up or, arrange for pick up, your item(s)

The benefits of online auctions:

1. less cost to auction company, to consigner and to the BUYER!
2. bid from the comfort of your computer
3. usually still have the opportunity to see your item(s) at the preview
4. save time by attending the auction from "virtually anywhere"
5. the "auto extend" feature insures that you have the opportunity to outbid other bidders.
6. be able to prepare for pick up at a convenient time, not after a live auction where it is usually frantic and inconvenient

The following is a general list of our terms and conditions. Terms and conditions vary by auction so please review the specific terms and conditions when you register.

WE WANT TO CREATE A WIN/WIN/WIN FOR BUYERS, CONSIGNERS AND OUR COMPANY! BID WITH CONFIDENCE BUT BE SMART AND DELIBERATE. WE LOOK FORWARD TO GOWNING OUR ONLINE AUCTIONS; WITH YOUR HELP!

PICKUP OF ASSETS: Bidders are responsible for their own removal. Any item NOT picked up by the set time will be considered abandoned. Removal shall be at the expense, liability, and risk of the purchaser. Purchases will be released upon presentation of a paid email receipt. Please insure that movers or anyone picking up items on your behalf have your paid receipt at the pickup location no items will be released without a paid email receipt. Bidder further agrees to be held personally responsible for all purchases made on their bidder number, and agrees that bidder will not charge back items which are not picked up during the published removal times. Buyer authorizes ByceAuction to release buyer's assets to any individual in possession of the buyer's sales receipt.

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This is an ONLINE ONLY AUCTION PLEASE DO NOT BID IF YOU ARE NOT ABLE TO PICK UP YOUR ITEMS during the scheduled removal times NO refunds or chargeback's will be granted due to a lack of removal at the designated times. After the scheduled removal, items will be considered abandoned and you will be charged a removal fee for disposal of your items.

BUYERS PREMIUM: A buyer's premium will be added to each purchase. If you bid \$100.00 at check out you will be charged \$100 plus the buyers premium. (Example: if auction states a 10% buyers premium, you will be charged \$110 on a \$100 purchase).

PAYMENT: Accepted forms of payment include Visa, Discover, American Express or MasterCard. You must have available balance on your credit card for your online purchases. At the conclusion of the auction your credit card on file will be automatically charged for the entire amount of your purchases. Bidders who have 2 failed attempts to process their charges will have their bidding account suspended and will be required to have a \$1000.00 cash deposit held in escrow for 1 year in order to reactivate their account.

BIDDING ERRORS: Increasing your own bids.... please be aware that many bidders routinely increase their own bid to price an item out of reach of other bidders. You should immediately review your bids before submitting. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a gross error you must immediately contact our office by email at info@byceauction.com (we must have your request in writing) you must remain the high bidder. We will not reverse bids that have caused another bidder to be outbid. If you bid on the wrong item we will not reverse your bid -- please make sure and review all bids before submitting. We will not reverse bids after the auction has begun to close - no exceptions.

STAGGERED CLOSING: The online auction closes 1 items per minute This feature will close the bidding on intervals. This feature works great with the auto-extend feature to closely emulate a 'live' auction.

DYNAMIC CLOSING: The closing time of an asset is automatically extended an additional 4 minutes whenever a bid is placed within the last 3 minutes of the asset's closing time.

BID NOTIFICATION: If you have been outbid you will be notified by email until the close of the sale. To quickly review your bids and see if you have won you can utilize the 'review bids' feature. Items that you have been outbid on will be clearly marked.

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WINNING BIDDER NOTIFICATION: You will be contacted by email ONLY (you are responsible for checking your email). If you feel you have won an item and have not received an email you must notify us by email no later than 9am the next day. If you do not receive a paid email invoice then you did not win any items at the online auction.

NON-DELIVERY: In the event an item is not available for pickup, the buyer must, notify our onsite staff and file a claim by replying to your original emailed invoice noting what was not available within 24 hours of the pickup date. After 24 hours, the Auctioneer and buyer agrees that no adjustment or refund will be made.

SALES TAX: Sales tax will be collected.

If you are tax exempt, prior to the conclusion of the online auction you must **DOWNLOAD** and fax a copy of the Ohio state tax exempt form to 330-747-7004, you must include your bidder number and the closing date of the auction. Forms without this information will not be accepted and you will have to apply to the state for a refund.

AUCTION DESCRIPTION: For demonstration purposes various equipment may be joined. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please inspect the lot numbers and read the descriptions.

CATALOG DISCREPANCIES: You are bidding on the described item not the photograph, occasionally the wrong photo may be displayed, always read the item description.

In the event that a Seller has withdrawn an item from the sale prior to the close of the auction, ByceAuction may leave the item on the catalog and "buyback" the item on behalf of the Seller to establish ByceAuction's earned commission and buyer's premium due ByceAuction from the Seller.

WARRANTY & CONDITION OF ITEMS SOLD: All items are sold "AS IS, WHERE IS, with NO WARRANTY expressed or implied by the lot number affixed to the item. Descriptions are believed to be accurate but not guaranteed. When you are not certain of the condition or use of an item please bid accordingly. You are bidding on the described item not the photo.

Buyers that do not remove their items within the specified removal times will have their bidding privileges suspended. You will be required to contact the administrator to

reactivate your account. (2) Occurrences will result in permanent suspension of bidding privileges.

DAMAGE: Any damage caused by a buyer during the preview, or during the period of removal must be made good by the buyer causing the damage. Buyer agrees that the credit card on file will be charged for any expenses and/or repairs to the pick up location or property of another buyer.

IMPORTANT! ByceAuction will have the option of reselling, removing, storing or abandoning, at the expense and risk of the buyer, items not paid for and/or removed within the specific time. The buyer agrees to pay all deficiencies, legal, collection; transportation and storage expenses associated with delinquent accounts or abandoned items.

CHOOSE WISELY: We want every one to get a good deal and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients are not willing to assume the cost of your mistakes. When in doubt about condition, completeness or suitability for intended use, please bid accordingly.

The auctioneer reserves the right to add or remove items form the auction. Split or combined lots. Add minimum bids or reserve prices. Cancel, suspend, extend or reschedule an individual item and or auction event. Make change's to the auction closing times or inspection or removal times. Items for sale by order of a Bankruptcy court are subject to the approval of the appointed Trustee. **The Trustee can choose to accept or reject the high bid for benefit of creditors.**

Although infrequent; ByceAuction.com reserves the right to reject any and all bids after sale, for any reason. Even if you have been declared the high winning bidder, all sales are subject to the confirmation of ByceAuction.com. If any sale(s) is voided and not confirmed by ByceAuction.com, you will receive an email communication and the credit card will either be credited or you will not be initially charged prior to pick up.

CLAIMS: Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event of arbitration, judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue in either case will be Mahoning County, Ohio.

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In the event of a bidder default and /or chargeback bidder agrees that ByceAuction may collect payment for items, including cost associated with items to be relocated, discarded or stored, either by arbitration small claims court or state court at ByceAuction discretion, and that any judgments awarded may be applied to the bidder personally or corporately.

LIABILITY: Auctioneers and Sellers liability shall be limited to the refund of bidders purchase price.

LIMITATIONS: The above-stated terms and conditions of Sale cannot be altered except in writing by the Auctioneer.

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