Accepted forms of payment are Cash and Credit Cards/Apple and Android Pay only. Credit Cards accepted are MasterCard, Visa and Discover Card. (American Express is NOT accepted) Sales Tax will be collected where applicable. Payment will be collected at the time of pickup. We have a buyer's premium of 15% added to the end of your invoice. A 3% transaction fee will be charged for all credit card Transactions.

Buyers Premium

A buyer's premium of 15% is added to the end of each invoice this is to cover the cost of the bidding platform, marketing, administration etc.

Sales Taxes

A sales tax is applicable for items in warehouse locations unless you have a tax exempt certificate on file with our company. You are responsible for all Sales Tax even if you have a certificate until it is approved and your invoices do not show any sales tax applied.

Shipping Terms

We do not offer any shipping.

Governing Law

These Terms & Conditions and their interpretation shall be governed by the laws of the state of Ohio. Auctions with ONLINE ONLY bidding are not subject to the Auction statute (4707) and are not under the supervision of the Department of Agriculture. Any suit relating to these Terms & Conditions shall be brought to the Court of Common Pleas in the county in which the auction is conducted. Any controversy or claim arising from or relating to these Terms & Conditions, or breach thereof, shall be settled through the America Arbitration Association or any substantially similar association in the appropriate jurisdiction, and judgement on the decision rendered by the arbitrator, may be entered in any court having jurisdiction therefor. In any litigation, arbitration, or other legal proceeding which may arise between any of the parties hereto, the prevailing party shall be entitled to recover its costs and expenses, including costs and expenses of arbitration, court costs, and expenses incurred on appeal, and reasonable attorneys' fees incurred in any dispute through arbitration and appeal of and final judgement in addition to any relief to which such party may be entitled.

Terms & Conditions

Bidders are responsible for their own removal of items purchased. Items cannot be transferred to an alternate location. Therefore, it is necessary to pick up the items on the date and time stated. **Any items NOT picked up by the set time will be considered abandoned. No refunds or charge backs will be granted due to lack of removal at designated times.** Removal shall be at the expense, liability, and risk of the purchaser. Purchases will be released upon payment. No items will be released without a paid receipt. Please be prepared to bring help and the correct equipment to move/load your items.

In the case of an emergency and you are unable to make it to the scheduled pickup, Please TEXT the Auction Manager BEFORE the scheduled pickup time to let them know that you are unable to make it. You are allowed to send someone to pick up your items on your behalf, but you must TEXT the Auction Manager to let them know in advance. The person you send should have ready your bidder number and full payment. Please let them know your

In the event of a discrepancy of an item, the Buyer must notify our onsite staff at the pickup, before you cross the doorway to the outside. Once items are outside of our location, the Auction Company and Buyer agree that no adjustment or refund will be made.

CAUTION:

Varied equipment may be joined for demonstration purposes. **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. Do not base your bid on the photo. Your bid should be based on the description.

Catalog Inaccuracies: You are bidding on the described items **NOT** the photos. Occasionally the wrong photo is displayed or stock photo used that may be a different color/size. . Always read the item description. **Photo colors vary per monitor/Smart device;** therefore do not go by photo to determine color. If the description does not state a specific color, do not assume the color of item by the photo.

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. Please bid accordingly when you are not certain of the condition, color, completion or use of an item.** Should you have any questions regarding items in a particular auction, please visit us to preview the item on it's scheduled preview day, BEFORE you bid.

IMPORTANT! The Auction Company will have the option of reselling, removing, storing or abandoning, at the expense and risk of the purchase, 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. Any item not paid for by 7:00 pm EST on the scheduled pickup date, will be restocked, at the expense to the winning bidder. A restocking fee is then due before bidding privileges will be restored.

Choose Wisely: We want everyone 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. **We are unable to remove a bid**. Please use the confirmation screen to triple check item, and amount you are agreeing to.

The Auction Company reserves the right to add or remove items from the auction - split or combine lots - add minimum bids or reserve prices - cancel, suspend, extend or reschedule an individual item and or auction event - make changes to the auction closing times or inspection or removal times.

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

Liability: The Auction Company's and Seller's liability shall be limited to the refund of bidders purchase price.

RELEASE AND WAIVER OF LIABILITY

Liability: The Auction Company's,Capital City Online Auctions LLC, and Seller's liability shall be limited to the refund of bidders purchase price.

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Firm Manager/Writers/All employees 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 Buyers, 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.

The Bidder hereby waives all claims to future litigation against Capital City Online Auctions (CCOA) Firm Manager/Writers/All employees regarding my visit to these premises on any and all auction preview days, any and all auction sale days and any and all days requiring removal of purchased merchandise from these premises for the following: 1) Accident or injury to me or damage to my property resulting from acts other than those caused by the negligence of Capital City Online Auctions & 2) Claims for loss or damage to any personal property or equipment that I may bring on to the premises. It is further understood and agreed that I, nor any person(s) accompanying me,

will attempt to operate or activate any machinery or equipment without direct permission from a representative of Capital City Online Auctions. It is furthermore understood and agreed that, if permission for operation or activation is granted, I will assume all liability for damage and costs of repair if I, personally, or my representative(s) causes damage to the machinery, equipment, or the premises during inspection or removal. A Warehouse/Auction site is a potentially dangerous place. Flammable, noxious, corrosive, pressurized and otherwise hazardous substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. ALL CHILDREN UNDER THE AGE OF 18 MUST BE WITH AN ACCOMPANIED ADULT AT ALL TIMES. Bidders shall so advise their agents and employees. No person shall have any claim against Firm Manager/Writers/All employees for any injuries sustained or for damages to or loss of property that may occur at such site. Neither CCOA nor Seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder, person or entity in connection with the auction. Without limiting the foregoing, in no event shall Firm Manager/Writers/All employees liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder, person or entity has actually paid to CCOA as a deposit or as payment for a purchased item.

This Site User Agreement constitutes a binding agreement between Bidder and Firm Manager/Writers/All employees until terminated by Capital City Online Auction (CCOA), which CCOA may do at any time, without notice, in CCOA 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. CCOA reserves the right to terminate Bidder's 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.

The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of Ohio applicable to contracts entered into and to be performed entirely within the State of Ohio. If any provision of this Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Capital City Online Auction's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

BUYER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY,DEATH OR PROPERTY DAMAGE due to the negligence of Manager/Writers/All employees/CCOA or otherwise while in or upon the warehouse premises for any purpose participating in any activity.

THE BUYER HAS READ AND VOLUNTARILY AGREES TO THE RELEASE ANDWAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oralrepresentations, statements or inducements apart from the foregoing written agreement have been made.

ARBITRATION

Any legal disputes, controversies, or claims involving Manager/Writers/Allemployees/CCOA or its auctions will bearbitrated in FRANKLING COUNTY, Ohio under the applicable rules of the American ArbitrationAssociation.

I HAVE READ THIS DOCUMENT.

I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

I UNDERSTAND I ASSUME ALL RISK INHERENT ASSOCIATED WITH THIS AUCTION.

WHEN IN DOUBT, PREVIEW, PREVIEW, PREVIEW!!

NEW TO BIDDING? READ THIS!

Please make sure the pickup times fit into your schedule before you bid, after the pickup has ended you will forfeit your items and still be responsible for any balance due on your account. Bidders not paying for the merchandise won will be barred from participating in any future auctions until a 39% restock is paid.

If you don`t receive an invoice, please check your Spam File or **log into your account.** Invoices are sent via email by the next morning at 10am EST after the auction ends. You may also log into your account, view profile and then to view "invoices" to download your own invoices once available, rather than depend on your email service.

Pay close attention to the description and when possible actual photos of the item, if provided. If you have any questions please call the appropriate auction manager listed within each auction before you bid.

Getting Registered : A Credit Card is NOT required to register. All information provided for registration is verified before gaining approval to bid. This can take up to 5 business days. Should you wish to expedite this process or if it has already been longer, please email a photo of your OHIO Id, and proof of mailing address (photo of a mailing to your address with your name) to Info@CCOA.email - Your registration information is matched against a 'program of probability'. * An area code not matching the zip code (as an example) will flag further investigation. Other mismatched registration information will do the same and may delay your getting a bidder number. * **Do not a register a PO Box.** * **If another individual at the registered address has had bidding privileges suspended, this will prohibit any other individuals ability to participate in our auctions.** *

The Management retains the right to end, delay or extend the length of an auction or the time and location of pick-up, for any reason. Although not common in the industry there are factors such as Severe Weather, Civil Emergencies, Road Construction, Death or Legal Disruption of the Estate.

Registration: If you are a first time bidder and would like to participate, click on the "Register to Bid" button (located above the title to the right). You will be redirected to a Registration Page, where you will submit the required information. You will then be emailed a Bidder Number, which you will use for each auction. This number is to be used over and over again. YOU DO NOT HAVE TO RE-REGISTER FOR A NEW NUMBER EACH TIME. Do not share your bidder information, as **you are responsible for ALL bids placed under this Bidder Number.** It is important that you update your Bidder Profile, should your information change.

Placing your bids: Once you have signed in under your Bidder Number, the Current Amount is indicated, followed by the next required bid. You may enter that amount or place a higher bid under "Your Bid" window. You will be advised if you are the winning bidder at this time. Bids must be submitted per item. You should immediately review your bids once submitted. Under your account, you can view any of your bids current and past by clicking on "watchlist"

Max Bids: The "Max Bid" feature allows you to set the Maximum price that you are willing to spend on that item. Max Bids are NOT disclosed! If someone places the next required bid, your price will only increase according to their bid. You should immediately review your bids once submitted.

Bidding Errors: If you mistakenly make a decimal error, you must immediately contact info@ccoa.email Bids will not be reversed after the auction has closed - no exceptions. **We are not able to make or delete bids on your account**. Please use the confirmation screen carefully.

Bid Notification: If you have been outbid, you may be notified by email ONLY until Midnight EST the night BEFORE the auction ends. If you win any items, you will receive an invoice by email and find an invoice added to your account,

viewable by logging in and going to your account/invoices. You are responsible for checking your email and/or your account/Profile/Invoices. Your invoice will detail date, time, and location of pickup.

Review Bids: To quickly review your bids and see if you have won, you can utilize the 'watchlist' feature within your account. Items that you have been outbid on will be clearly marked. You can review all your bids and any items you have "starred" by going to the watchlist within your account profile.

Unpaid, Missed Invoices, Missed Pickup: **Items must be paid for the day of scheduled pickup outlined on your invoice by 7:15 pm EST. You can make payment by texting the auction manager on your invoice. Any item(s) not paid for as outlined due to negligence, forgetfulness, weather, or unforeseen circumstances will cause your account to be suspended, until a restocking fee is paid. If your account is locked, please email INFO@CCOA.EMAIL with your account/bidder number. Once they reply with your restocking fee details, you will need to take that information to the cashiers at Green Pointe in person to pay. The cashiers will need this email from info with the details in order to charge you properly and begin the reinstatement process. This fee HAS TO BE PAID IN PERSON. Restocking fee is 39% of the BID TOTAL.**

Storage Fee: Any item larger than a shoe box will have a storage fee. ANY large item that you can not pick up on the scheduled day of pickup, will incur a $50.00 Storage fee per night, per item. This can only be paid in cash at our Green Pointe location. There will be 0 exceptions. Items will not be refunded, or released until storage fee is paid in full. This includes ANY paid item. Items left overnight are no longer eligible for refund after day of pickup. We are not responsible for any paid items left in our warehouse. By leaving item, you agree to the storage fee and that the item(s) are now NON-REFUNDABLE for any reason.

Trash/Ramp: **ANY trash left in our building, in our parking lots, or surrounding streets, results in a direct minimum $50.00 fee.** Cameras are used to gather proof of items/bidders that have left trash, and your account will be locked until the trash fee is paid, in person, at our Green Pointe location. If your account is locked, please email INFO@CCOA.EMAIL with your account number. Once they reply with your exact fee details, you will need to take that information to the cashiers at our Green Pointe location, in person to pay. The cashiers will need this email from info with the details in order to charge you properly and begin the reinstatement process. **This fee HAS TO BE PAID IN PERSON.**

Idling or parking on the pedestrian ramp or at the bottom of the ramp during the hours 1:00pm-7:30pm EST Mon-Fri, will lock your account and require a $75.00 RAMP FEE that will need to be paid, in person, at our Green Pointe location. If your account is locked, please email INFO@CCOA.EMAIL with your account number. Once they reply with your exact fee details, you will need to take that information to the cashiers at our Green Pointe location, in person to pay. The cashiers will need this email from info with the details in order to charge you properly and begin the reinstatement process. **This fee HAS TO BE PAID IN PERSON.**

Under Ohio Revised Code 4707.01 Capital City Online Auctions and/or its affiliates provide Reserve Auctions. “Reserve Auction” is defined by Ohio Revised Code 4707.01 as “an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by auctioneer.” All auctions provided by Capital City Online Auctions and/or its affiliates have a minimum starting bid of $1.00 OR MORE and are hereby defined as Reserve Auctions.

Capital City Online Auctions Firm Manager is Sally Kemper license number 2022000194. Sally is licensed by the Ohio Department of Agriculture and is bonded in favor of the State of Ohio. An aggrieved person may initiate a claim against the bond in Section 4707.25 of the Revised Code as a result of the licensee’s actions.

Ohio Department of Agriculture

8995 E. Main Street, Bldg. 1